

# **Exhibit 3**

**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 PARTIAL SETTLEMENT  
WITH DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.**

This Stipulation and Agreement of Partial Settlement (the “Deloitte Greece Stipulation” or the “Deloitte Greece 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 Members<sup>1</sup>), by and through its counsel of record; and (b) Defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece” or “Settling Defendant”), by and through its counsel of record. This Deloitte Greece Settlement is intended to fully, finally and forever resolve, discharge and settle the Deloitte Greece Released Claims, as against Deloitte Greece (a named defendant in this action) and each of the Deloitte Greece Released Parties (which include two of the Dismissed Defendants, among other persons and entities), subject to the approval of the Court and the terms and conditions set forth in this Deloitte Greece Stipulation. This Deloitte Greece Settlement does not compromise, resolve, discharge or settle any of the claims pending against Dimitris Melisanidis, Spyros Gianniotis, PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece”) or any of the Dismissed Defendants other than Deloitte & Touche LLP (“Deloitte US”) and Deloitte Touche Tohmatsu Limited (“DTTL”).<sup>2</sup>

**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.)

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

<sup>2</sup> Lead Plaintiff has entered into a separate partial settlement agreement with PwC Greece (the “PwC Greece Settlement”), which is also subject to Court approval.

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 of Aegean Marine Petroleum Network, Inc. (“Aegean”), a now defunct oil bunkering company, PwC Greece, PricewaterhouseCoopers International Limited (“PwCIL”), PricewaterhouseCoopers LLP (“PwC US”), Deloitte Greece, DTTL, and Deloitte US. (ECF No. 81.)

D. In the Spring of 2020, each of the Defendants filed motions to dismiss the claims asserted against them. Of particular note here, on March 6, 2020, Deloitte Greece filed a joint motion to dismiss the Complaint along with one co-Defendant, PwC Greece. (ECF Nos. 187-88.) Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-92).

E. Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51). The Defendants 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. Of particular note here, the Court denied Deloitte Greece and PwC Greece’s joint motion to dismiss and granted the motions filed by Deloitte US, DTTL, PwC US and PwCIL. (ECF No. 293.)

G. In fall 2021, counsel for Lead Plaintiff and counsel for Deloitte Greece began good-faith negotiations with an eye toward reaching a potential settlement that would release claims against Deloitte Greece and the Deloitte Greece Released Parties.

H. On December 22, 2021, following numerous rounds of negotiations, Lead Counsel and Deloitte Greece's counsel reached an agreement in principle to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece, which settlement would also result in the release of Lead Plaintiff's claims against Deloitte US and DTTL.

I. Deloitte Greece has denied, and continues to deny, that it committed any act or omission giving rise to any liability or violation of law. Specifically, Deloitte Greece has expressly denied, and continues to deny, each and every claim alleged by Lead Plaintiff in the Action against it, along with all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Deloitte Greece 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. Deloitte Greece has asserted, and continues to assert, that its 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 its position that it acted properly at all times and that the Action is without merit. In addition, Deloitte Greece maintains that it 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 Deloitte Greece Stipulation or any other aspect of this Deloitte Greece Stipulation shall be construed or deemed to be evidence of an admission or concession on the part of Deloitte Greece with respect to any claim or of any fault, liability, wrongdoing or damage whatsoever, or any infirmity in the defenses that Deloitte Greece has or could have asserted.

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

L. Lead Plaintiff and its counsel believe that the claims asserted in the Action against Deloitte Greece 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 Deloitte Greece through trial and through appeals.

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 Deloitte Greece Settlement upon the terms herein. Lead Plaintiff and its counsel also have taken into account the uncertain outcome and the risk of any litigation, 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 Deloitte Greece.

N. Based on their evaluation, Lead Plaintiff and its counsel believe that the Deloitte Greece Settlement set forth in this Deloitte Greece Stipulation confers substantial benefits upon the Settlement Class and have concluded that the terms and conditions of this Deloitte Greece 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 Deloitte Greece, 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 and the Deloitte Greece Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice as to Deloitte Greece, with an Order and Final Judgment Regarding Deloitte Greece to be entered releasing claims against Deloitte Greece, DTTL and Deloitte US, upon and subject to the terms and conditions of this Deloitte Greece Stipulation, as follows.

**1. Definitions**

As used in this Deloitte Greece 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. “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 Deloitte Greece Settlement.

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

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

1.6. “Defendants” means the Settling Defendant, Dimitris Melisanidis, Spyros Gianniotis and PwC Greece.

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

1.8. “Deloitte Greece 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 Deloitte Greece Net Settlement Fund pursuant to the Deloitte Greece Plan of Allocation, as ordered by the Court.

1.9. “Deloitte Greece Net Settlement Fund” means the Deloitte Greece 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.

1.10. “Deloitte Greece Plan of Allocation” as further defined in the Notice, means the proposed plan of allocation of the Deloitte Greece Net Settlement Fund set forth in the Notice, or such other plan of allocation as the Court shall approve, whereby the Deloitte Greece Net Settlement Fund shall be distributed to Deloitte Greece Authorized Claimants.

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

1.12. “Deloitte Greece 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 Deloitte Greece, DTTL or Deloitte US, or that could or might have been asserted against Deloitte Greece, DTTL or Deloitte US as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates) 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 whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint including, but not limited to, any audits or reviews of Aegean financial statements by Deloitte Greece or any services of any kind provided to Aegean by Deloitte Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the

Settlement Class Period. “Deloitte Greece Released Claims” do not include: (a) claims to enforce the Deloitte Greece Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, PwC Greece or any Dismissed Defendants other than DTTL and Deloitte US; and/or (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, including any distribution of any recovery by the Litigation Trustee.

1.13. “Deloitte Greece Released Party” or “Deloitte Greece Released Parties” means Deloitte Greece, DTTL and Deloitte US, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates acting in said capacity); and each and all of the foregoing entities’ respective past, present and future representatives, insurers, co-insurers, re-insurers, predecessors, successors, assignors, assigns, agents, advisors, heirs, executors, estates trustees, administrators, fiduciaries, consultants, contractors, partners, principals, members, directors, boards and board members, officers, officials, shareholders, employees, subsidiaries, parents, affiliates, divisions, offices, owned or controlled entities and persons, and attorneys (including Deloitte Greece’s Counsel, counsel for DTTL and counsel for Deloitte US).

1.14. “Deloitte Greece 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 Deloitte Greece Released Party or Deloitte Greece Released Parties, except for claims relating to the enforcement of the Deloitte Greece Settlement, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

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

1.16. “Deloitte Greece Settlement Amount” means \$14.9 million in cash to be paid by check or wire transfer to the Escrow Agent pursuant to ¶ 4.2 of this Deloitte Greece Stipulation.

1.17. “Deloitte Greece Settlement Fund” means the Deloitte Greece Settlement Amount plus all interest and accretions thereto.

1.18. “Deloitte Greece’s Counsel” means Orrick, Herrington & Sutcliffe LLP.

1.19. “Dismissed Defendants” means E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, DTTL, Deloitte US, PwCIL and PwC US.

1.20. “Distribution Order” means an order entered by the Court authorizing and directing that the Deloitte Greece Net Settlement Fund be distributed, in whole or in part, to Deloitte Greece Authorized Claimants.

1.21. “Effective Date,” or the date upon which this Deloitte Greece 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 Deloitte Greece Stipulation have been met and have occurred.

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

1.23. “Escrow Agent” means Western Alliance Bank.

1.24. “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 Deloitte Greece or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Deloitte Greece 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.

1.25. “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 Deloitte Greece Settlement.

1.26. “Lead Counsel” means Berman Tabacco.

1.27. “Lead Plaintiff” means Utah Retirement Systems.

1.28. “Litigation Expense Fund” means a fund of up to \$2 million from the Escrow Account, which Lead Counsel may use to defray current and future litigation expenses, including necessary expenses and expert fees, of prosecuting claims asserted against any other defendant in this Action.

1.29. “Litigation Expenses” means 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), for which Lead Counsel intends to apply to the Court for reimbursement from the Deloitte Greece Settlement Fund.

1.30. “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.

1.31. “Notice” means the Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing for the Partial Settlements, Plans of Allocation, Motion for Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (substantially in the form attached hereto as Exhibit A-1), which is to be sent to members of the Settlement Class.

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

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

1.34. “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.

1.35. “Proof of Claim and Release” means the Proof of Claim and Release form for submitting a claim for this Deloitte Greece Settlement, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

1.36. “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 (“PCAOB”), 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).

1.37. “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”); (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 as approved by the Court.

1.38. “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 ¶ 1.37 above.

1.39. “Settlement Class Period” means the period from February 27, 2014 through November 5, 2018, inclusive.

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

1.41. “Summary Notice” means the Summary Notice (substantially in the form attached hereto as Exhibit A-3) to be published as set forth in the Deloitte Greece Preliminary Approval Order.

1.42. “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.

1.43. “Unknown Claims” means any and all Deloitte Greece Released Claims or Deloitte Greece Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Deloitte Greece Released Parties does 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 Deloitte Greece Released Parties, the Settlement Class Members or the Settling Parties, or might have affected his, her or its decision(s) with respect to the Deloitte Greece Settlement, the Deloitte Greece Released Claims or the Deloitte Greece Released Parties’ Claims, including his, her or its decision to object or not object to this Deloitte Greece Settlement. With respect to any and all Deloitte Greece Released Claims and the Deloitte Greece Released Parties’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Deloitte Greece Settlement, Lead Plaintiff and Deloitte Greece shall expressly waive, and each of the other Settlement Class Members and the Deloitte Greece Released Parties shall be deemed to have waived and by operation of the Order and Final Judgment Regarding Deloitte Greece 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 Settling Parties and Deloitte Greece 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 Deloitte Greece Released Claims and Deloitte Greece Released Parties' Claims, but the Settling Parties and Deloitte Greece Released Parties expressly, fully, finally and forever settle and release, and each Deloitte Greece Released Party, 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 Deloitte Greece, shall have settled and released, fully, finally and forever, any and all Deloitte Greece Released Claims and Deloitte Greece Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Deloitte Greece acknowledge, and each of the other Settlement Class Members and Deloitte Greece 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 Deloitte Greece Settlement.

## **2. Certification of Settlement Class**

2.1. The 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 Deloitte Greece Stipulation and the Deloitte Greece Settlement set forth herein. For purposes of this Deloitte Greece Stipulation and Deloitte Greece Settlement only, the Settling Parties stipulate to (a) the certification, for settlement purposes only, of a Settlement Class (as defined in ¶ 1.37 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 Deloitte Greece 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 shall be automatically vacated, and Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Stipulation.

### **3. Scope and Effect of Deloitte Greece Settlement (Releases)**

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

3.2. The Proof of Claim and Release to be executed by Deloitte Greece Authorized Claimants shall release all Deloitte Greece Released Claims (including Unknown Claims) against all Deloitte Greece Released Parties and shall be substantially in the form attached hereto as Exhibit A-2.

3.3. Upon the Effective Date of this Deloitte Greece 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 Deloitte 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 Deloitte Greece shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece 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 (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte US or DTTL with prejudice. (ECF No. 293.)

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

**4. The Deloitte Greece Settlement Consideration**

4.1. In full settlement of the claims asserted in the Action against Deloitte Greece and in consideration of the releases set forth herein, Deloitte Greece shall (a) pay the Deloitte Greece Settlement Amount; and (b) produce certain requested materials as set forth below.

**Cash Consideration**

4.2. Deloitte Greece shall cause the Deloitte Greece Settlement Amount to be deposited into the Escrow Account on or before thirty (30) calendar days after the later of: (a) the entry of the Deloitte Greece Preliminary Approval Order, as defined in ¶ 1.11 herein, or (b) the provision to Deloitte Greece 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 Deloitte Greece Settlement Fund. Any interest earned on the Deloitte Greece Settlement Fund pursuant to this paragraph shall be for the benefit of the Settlement Class if the Deloitte Greece Settlement becomes Final.

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

4.4. In the event that this Deloitte Greece Stipulation is not approved, that this Deloitte Greece Stipulation is terminated or canceled, or that the Effective Date otherwise fails to occur for any reason, the Deloitte Greece Settlement Fund (less Notice and Administration Costs and Taxes or Tax Expenses (defined below) paid, incurred or due and owing in connection with the Deloitte

Greece Settlement provided for herein) shall be refunded pursuant to written instructions from Deloitte Greece's Counsel in accordance with Section 14 herein.

**Production of Materials**

4.5. Deloitte Greece shall produce certain materials requested by Lead Counsel for use in the Action, as provided for and defined below. Such efforts shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided and with a view towards minimizing unnecessary burdens and costs to Deloitte Greece in connection with collecting, reviewing, and producing documents and data. For the avoidance of doubt, no Deloitte Greece Released Parties other than Deloitte Greece shall have any production obligations under this Settlement.

4.6. **Documents.** Deloitte Greece will produce to Lead Counsel the following materials and information within 15 days after entry of the Order and Final Judgment Regarding Deloitte Greece as follows (the "Materials"), which the Settling Parties acknowledge would be subject to mandatory production as part of discovery overseen by the Court in the absence of this Deloitte Greece Settlement:

- (a) The complete and final set of audit documentation assembled for retention in connection with Deloitte Greece's integrated audit of the consolidated financial statements and internal control over financial reporting of Aegean for the fiscal year ended December 31, 2015, which documents have been redacted and produced to a Regulatory or Governmental Agency and the complete and final set of audit documentation assembled for retention in connection with any other integrated audits by Deloitte Greece of Aegean's consolidated financial statements and

internal control over financial reporting conducted during the Settlement Class Period that Lead Plaintiffs may request (the “Produced Documents”).

- (b) The Produced Documents shall be produced with the redactions made in the production to the Regulatory or Governmental Agency, which Deloitte Greece undertook for the sole purpose of ensuring compliance with the requirements of the European Union’s General Data Protection Regulation (“GDPR”) as well as Greek law or other applicable data protection rules, regulations or laws. No further redactions beyond those made in the production to the Regulatory or Governmental Agency shall be made.
- (c) While Lead Plaintiff is in no way suggesting that it agrees that the GDPR protects the redacted information, for the limited purpose of this Deloitte Greece Stipulation and Deloitte Greece Settlement with Deloitte Greece, Lead Plaintiff acknowledges and agrees not to object to such redactions previously made in the Produced Documents.
- (d) Deloitte Greece will produce the documents as searchable TIFF images, with all original metadata. The Settling Parties shall meet and confer to discuss the specifics of the form of production.
- (e) For the avoidance of doubt, Deloitte Greece shall not be required to produce any other information, materials or documents as a condition of this Deloitte Greece Settlement.
- (f) For the avoidance of doubt, Deloitte Greece’s production of the Produced Documents, or any other Materials, or any other documents, materials, or information in this Action (including productions as a non-party), is not intended

to waive, does not waive, shall not constitute a waiver, and shall not be treated as a waiver of, any rights or privileges established under Section 105 of the Sarbanes-Oxley Act of 2002.

4.7. **Authentication.** Deloitte Greece agrees to provide Lead Plaintiff with an affidavit, certification or other appropriate document necessary to authenticate the Materials and establish their status as business records. Deloitte Greece will confer with Lead Counsel on the form and substance of the affidavit, certification or other documentation. Lead Plaintiff agrees to use its best efforts to introduce or admit the Materials without requiring live testimony. If, notwithstanding Lead Plaintiff's best efforts, Lead Plaintiff determines that live testimony is required to authenticate the Materials and establish them as business records, Lead Plaintiff will explain in writing why an affidavit, certification or other documentation is not sufficient to introduce or admit the documents into evidence as business records for summary judgment or trial. Deloitte Greece will then confer with Lead Plaintiff and provide testimony, if required, to authenticate the Produced Documents and establish them as business records. In any event, and regardless of any determination by Lead Plaintiff, if the Court states that it will not, or declines to, accept such written affidavit, certification or other documentation without live testimony, then Deloitte Greece shall make such witness available for deposition prior to summary judgment and/or trial. Any such deposition shall take place in Greece or via video-conferencing software such as Zoom or any other video-conferencing software agreed upon by the Settling Parties, at Deloitte Greece's option.

4.8. For the avoidance of doubt, neither Deloitte Greece nor its employees (or former employees) shall be required under the provisions of ¶ 4.7 to this Deloitte Greece Settlement to

provide any testimony beyond that required to authenticate the Produced Documents as business records.

4.9. For avoidance of doubt, nothing in this Deloitte Greece Stipulation, including the terms set forth in this Section 4, shall restrict or prohibit Lead Plaintiff from serving Deloitte Greece with legal process for documents, electronically stored information or tangible things in Deloitte Greece's possession, custody or control, or to command witnesses to attend and testify at deposition pursuant to Rule 45 of the Federal Rules of Civil Procedure for the purpose of obtaining discovery from Deloitte Greece as a non-party to the Action.

4.10. Deloitte Greece acknowledges that the terms in ¶¶ 4.6 and 4.7 of this Deloitte Greece Stipulation comprise part of the consideration provided by Deloitte Greece under this Deloitte Greece Stipulation and further agrees that, should the Court determine that Deloitte Greece has affirmatively refused to comply with a reasonable request by Lead Plaintiff and Lead Counsel, properly made under the terms of this Deloitte Greece Stipulation, the Court may order Deloitte Greece to comply with the terms of this Deloitte Greece Stipulation and provide the information required under ¶ 4.6 of this Deloitte Greece Stipulation.

4.11. From this date through the final conclusion of the Action against all other Defendants, including such time as after this Deloitte Greece Settlement becomes Final, Deloitte Greece agrees to authorize its counsel at Orrick, Herrington & Sutcliffe, LLP to accept service of process of discovery contemplated in ¶ 4.9. For the avoidance of doubt, Deloitte Greece agrees to authorize Orrick, Herrington & Sutcliffe, LLP to accept service of process solely for notice purposes but reserves all other rights to object to the propriety and enforceability of any document or testimonial subpoena, including jurisdictional, procedural and other objections based on U.S., European, Greek or other applicable law or treaty obligations.

4.12. Lead Counsel agrees to use any and all of the information and documents obtained from Deloitte Greece (including the Materials) only for the purpose of the Action and agrees to be bound by the terms of this Deloitte Greece Settlement and the November 17, 2021 Protective Order entered in the Action. (ECF No. 336.) For the avoidance of doubt, Lead Counsel expressly agrees that the documents, materials and/or information provided by Deloitte Greece, including without limitation oral presentations, may be used directly or indirectly by Lead Counsel solely in connection with the prosecution of the Action, but not used directly or indirectly by any Person for the institution or prosecution of any other action or proceeding against any Deloitte Greece Released Party or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States.

## **5. Contribution Bar Order**

5.1. The Settling Parties shall request that the Court enter a Contribution Bar Order in the Order and Final Judgment Regarding Deloitte Greece as follows: To the fullest extent permitted by law, all Persons, including without limitation PwC Greece, Dimitris Melisanidis and Spyros Gianniotis, 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece will include a reciprocal order equal in scope to that contemplated in this ¶ 5.1 enjoining the Deloitte Greece Released Parties from bringing claims against Melisanidis, Gianniotis or PwC Greece.

5.2. Any final verdict or judgment that may be obtained by Lead Plaintiff or one or more of the other Settlement Class Members, whether individually or on behalf of a class, against one or more of the non-settling defendants or other Person barred from seeking contribution pursuant to this Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Stipulation.

## **6. Use of the Deloitte Greece Settlement Fund**

6.1. The Deloitte Greece 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 Deloitte Greece Net Settlement Fund to Deloitte Greece Authorized Claimants as allowed by this Deloitte Greece Stipulation, or the Court; and
- (f) any other costs, expenses or amounts approved by the Court.

In no event shall the Deloitte Greece Released Parties bear any further or additional responsibility for any such costs or expenses beyond payment of the Deloitte Greece Settlement Amount.

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

6.3. Except as provided herein or pursuant to orders of the Court, the Deloitte Greece 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 Deloitte Greece Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in instruments or accounts back 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 backs 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Settlement Fund shall be paid out of the Deloitte Greece 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 Deloitte Greece Settlement Fund, including any Taxes or Tax detriments that may be imposed upon the Deloitte Greece Released Parties or their counsel with respect to any income earned by the Deloitte Greece Settlement Fund for any period during which the Deloitte Greece 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 Deloitte Greece Settlement Fund. In all events, the Deloitte Greece Released Parties and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Deloitte Greece Settlement Fund shall indemnify and hold each of the Deloitte Greece 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 Deloitte Greece Settlement Fund and shall be timely paid by the Escrow Agent out of the Deloitte Greece 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 Deloitte Greece 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(1)(2)). Neither the Deloitte Greece Released Parties nor their counsel are responsible for, nor shall they have any liability for, any Taxes or Tax Expenses. The 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, Deloitte Greece, and/or any other Person funding the Settlement on its behalf, shall not have any right to the return of the Deloitte Greece Settlement Fund or any portion thereof irrespective of the number of Proof of Claim and Release forms filed, the collective amount of losses of Deloitte Greece Authorized Claimants, the percentage of recovery of losses or the amounts to be paid to Deloitte Greece Authorized Claimants from the Deloitte Greece Net Settlement Fund. If any portion of the Deloitte

Greece 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 non-profit charitable 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 Deloitte Greece 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 the Settling Defendant 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 Notice, reimbursements to nominee owners for forwarding the 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 Notice 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 Deloitte Greece Settlement is terminated pursuant to the terms of this Deloitte Greece Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to the Settling Defendant or to any insurer or other Person who paid any portion of the Deloitte Greece Settlement Fund. The finality of the Deloitte Greece Settlement shall not be conditioned on any ruling by the Court concerning the Deloitte Greece 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 Deloitte Greece Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Deloitte Greece Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and Final Judgment Regarding Deloitte Greece and the release of the Deloitte Greece Released Claims. There shall be no distribution of any of the Deloitte Greece Settlement Fund to any Settlement Class Member until the Deloitte Greece 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 Deloitte Greece Settlement Fund of (i) attorneys' fees, plus interest; and (i) reimbursement of Litigation Expenses from the Deloitte Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4).

8.2. With the sole exception of Deloitte Greece's obligation to pay the Deloitte Greece Settlement Amount, neither Deloitte Greece nor any of the Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Settlement or affect the release of the Deloitte Greece Released Claims or the Deloitte Greece Released Parties' Claims. The finality of the Deloitte Greece 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 Deloitte Greece Settlement or any part thereof. If the Deloitte Greece 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 and/or any award to pay the costs and expenses of Lead Plaintiff is reduced or reversed, then, no later than twenty (20) business days after receiving from Deloitte's Counsel or from a court of appropriate jurisdiction notice of the termination of the Deloitte Greece Settlement or notice of any reduction of the award of attorneys' fees and/or reimbursement of Litigation Expenses and/or an award to pay the costs and expenses of Lead Plaintiff, Lead Counsel shall refund to the Deloitte Greece Settlement Fund all fees and Litigation Expenses and/or any award to pay the costs and expenses of Lead Plaintiff previously paid to them from the Deloitte Greece 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.

8.5. Upon Final Approval of this Deloitte Greece Settlement, Lead Plaintiff may, without objection from Deloitte Greece Greece, but subject to prior Court approval, withdraw up to \$2 million from the Escrow Account to defray current and future litigation expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants (“Litigation Expense Fund”).

## **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 Deloitte Greece Net Settlement Fund and perform all claims administration procedures necessary or appropriate in connection therewith. Neither Deloitte Greece nor any Deloitte Greece Released Party shall have any liability, obligation or responsibility for the Notice, administration or processing of claims or of the Deloitte Greece Settlement or disbursement of the Deloitte Greece 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 Deloitte Greece Settlement Fund or any loss incurred by the Escrow Agent or the Claims Administrator. Deloitte Greece shall cooperate in the administration of the Deloitte Greece Settlement to the extent reasonably necessary to effectuate its terms.

9.2. Lead Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim and Release to those Settlement Class Members who may be identified through reasonable effort. Lead Counsel will cause the Summary Notice to be published pursuant to the terms of the Deloitte Greece 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 Deloitte Greece Plan of Allocation approved by this Court.

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

9.5. Any Class Member who does not timely submit a valid Proof of Claim and Release at the time later set by the Court will not be entitled to receive any distribution from the Deloitte Greece Net Settlement Fund but will nevertheless be bound by all of the terms of the Deloitte Greece Settlement, including the terms of the Order and Final Judgment Regarding Deloitte Greece 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 Deloitte Greece Released Party concerning any Deloitte Greece Released Claim.

9.6. Lead Counsel shall be responsible for supervising the administration of the Deloitte Greece Settlement and disbursement of the Deloitte Greece Net Settlement Fund. Neither Deloitte Greece nor any other Deloitte Greece Released Party shall have any liability, obligation or responsibility whatsoever for the administration of the Deloitte Greece Settlement or disbursement

of the Deloitte Greece Net Settlement Fund, nor shall Deloitte Greece object to the Deloitte Greece Plan of Allocation proposed by Lead Plaintiff. Neither Deloitte Greece nor any other Deloitte Greece 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 Class Member.

9.7. Lead Counsel will apply to the Court, with reasonable notice to the Settling Defendant, 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 Deloitte Greece Net Settlement Fund to Deloitte Greece 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 Deloitte Greece Net Settlement Fund, but otherwise shall be bound by all of the terms of this Deloitte Greece Stipulation and the Deloitte Greece Settlement, including the terms of the Order and Final Judgment Regarding Deloitte Greece 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 Deloitte Greece Released Parties concerning any and all of the Deloitte Greece 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 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. 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 Deloitte Greece Settlement, including the releases. Lead Plaintiff shall request that the deadline for submitting requests for exclusion be 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 Deloitte Greece'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 Deloitte Greece 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 Deloitte Greece's Counsel.

10.3. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Notice shall have no rights under the Deloitte Greece Stipulation, shall not share in the distribution of the Deloitte Greece Net Settlement Fund, and shall not be bound by the Deloitte Greece Stipulation or any final judgment. 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 Deloitte Greece 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. Deloitte Greece Preliminary Approval Order and Final Approval Hearing**

11.1. Promptly after execution of this Deloitte Greece Stipulation, and no later than 21 days thereafter, Lead Plaintiff, by and through Lead Counsel, with Deloitte Greece's Counsel's consent, shall submit the Deloitte Greece Stipulation together with its exhibits to the Court and shall move for entry of the Deloitte Greece Preliminary Approval Order substantially in the form attached hereto as Exhibit A.

**12. Terms of the Order and Final Judgment Regarding Deloitte Greece**

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

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

**13. Deloitte Greece Supplemental Agreement**

13.1. Deloitte Greece shall have, in its sole and absolute discretion, the right to terminate the Deloitte Greece 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 “Deloitte Greece Supplemental Agreement”) executed between Lead Plaintiff and Deloitte Greece, by and through their counsel. The Deloitte Greece 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 Deloitte Greece Supplemental Agreement), unless a dispute arises between the Settling Parties concerning its interpretation or application.

**14. Effective Date of Deloitte Greece Settlement, Waiver or Termination**

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

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

14.1.2. Entry of the Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece and the expiration of any time for appeal or review of said Order and Final Judgment Regarding Deloitte Greece or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Deloitte Greece 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. Deloitte Greece and Lead Plaintiff each shall have the right to terminate this Deloitte Greece Settlement and Deloitte Greece 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 Deloitte Greece Preliminary Approval Order in any material respect; (b) the Court refuses to approve this Deloitte Greece Settlement or any material part of it; (c) the Court declines to enter the Order and Final Judgment Regarding Deloitte Greece in any material respect; (d) the Order and Final Judgment Regarding Deloitte Greece 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 Deloitte Greece Settlement otherwise does not occur; or (g) any of the material terms of the Deloitte Greece Settlement, such as the payment of the Deloitte Greece Settlement Amount, is not satisfied. Deloitte Greece may also terminate the Deloitte Greece Settlement and this Deloitte Greece 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 Deloitte Greece Stipulation. In the event the Deloitte Greece Settlement and this Deloitte Greece Stipulation are terminated, the provisions of ¶¶ 2.2, 4.4, 14.3 and 14.4 shall survive termination.

14.3. Except as otherwise provided herein, in the event the Deloitte Greece Settlement and this Deloitte Greece Stipulation are terminated or if the Effective Date fails to occur for any reason, the parties to this Deloitte Greece Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action as of December 22, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Deloitte Greece Stipulation and any related orders had not been entered and without any prejudice in any way from the negotiation, fact or terms of this Deloitte Greece Settlement.

14.4. Except as otherwise provided herein, in the event of a withdrawal or termination of this Deloitte Greece Settlement for any reason, including but not limited to the reasons set forth in ¶ 14.2, then the balance of the Deloitte Greece 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 to Deloitte Greece, 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 Settling Parties and, failing that, by confidential mediation administered by a neutral mediator agreed upon by the Settling Parties. The mediation shall be conducted on a strictly confidential basis, and the 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 sole exception of the Settling Parties’ respective legal counsel (who shall also be bound by these confidentiality terms) 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 Settling Parties. Any award may be entered as a judgment or order in any court of competent jurisdiction. Except as otherwise agreed, the Settling Parties shall share the mediation administrative fees (if any) and the mediator's fees and expenses, with Lead Plaintiff responsible for 50% and Deloitte Greece 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 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 Deloitte Greece Stipulation nor the Deloitte Greece Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Deloitte Greece Stipulation: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Deloitte Greece Released Claim, or of any wrongdoing or liability of Deloitte Greece or any Deloitte Greece 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 Deloitte Greece or any Deloitte Greece Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal or forum whatsoever. Neither this Deloitte Greece Stipulation nor the Deloitte Greece 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 Deloitte Greece Settlement, nor the fact of the Deloitte Greece 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 Deloitte Greece or any of the Deloitte Greece 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 Deloitte Greece Released Parties concerning any fact or any purported liability, fault or wrongdoing of the Deloitte Greece 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. *Deloitte Greece and/or any Deloitte Greece Released Party may, however,* file or introduce this Deloitte Greece Stipulation and/or the Order and Final Judgment Regarding Deloitte Greece 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 Deloitte Greece Settlement or Deloitte Greece Supplemental Agreement or Order and Final Judgment Regarding Deloitte Greece, or (c) as otherwise required by law.

## **17. Miscellaneous Provisions**

17.1. The Settling Parties: (a) acknowledge that it is their intent to consummate this Deloitte Greece Stipulation; and (b) agree to cooperate to the extent reasonably necessary to

effectuate and implement all terms and conditions of this Deloitte Greece Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Deloitte Greece Stipulation.

17.2. The 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 Deloitte Greece Settlement.

17.3. The Settling Parties intend this Deloitte Greece Stipulation to be a final and complete resolution of all disputes between them with respect to the Action. The Deloitte Greece 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 Deloitte Greece will contain a finding that, during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the Deloitte Greece Settlement Amount and the other terms of the Deloitte Greece Settlement were negotiated in good-faith by the 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, Deloitte Greece and Deloitte Greece'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 Deloitte Greece Settlement embodied in this Deloitte Greece Stipulation constitutes an admission of any claims or defense alleged. The 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 Deloitte Greece Released Parties; (b) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm the Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Stipulation.

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

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

17.8. This Deloitte Greece Stipulation and the exhibits attached hereto constitute the entire agreement among the Settling Parties (other than the Deloitte Greece Supplemental Agreement) and no representations, warranties or inducements have been made to any party concerning this Deloitte Greece 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 Deloitte Greece Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Deloitte Greece Stipulation on behalf of the Settlement Class which it deems appropriate.

17.10. Each counsel or other Person executing this Deloitte Greece 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 Deloitte Greece 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  
44 Montgomery, Suite 650  
San Francisco, CA 94104  
Telephone: (415) 433-3200  
Email: [nlavallee@bermantabacco.com](mailto:nlavallee@bermantabacco.com)

If to Deloitte Greece or to Deloitte Greece's counsel:

Thomas N. Kidera  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
51 West 52nd Street  
New York, NY 10019-6142  
Telephone: (212) 506-5000  
Email: [tkidera@orrick.com](mailto:tkidera@orrick.com)

17.13. This Deloitte Greece 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 Deloitte Greece Stipulation, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Deloitte Greece Stipulation.

17.15. The construction, interpretation, operation, effect and validity of this Deloitte Greece 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 Deloitte Greece Stipulation to be executed, by their duly authorized attorneys, dated March 24, 2022.

**BERMAN TABACCO**



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Joseph J. Tabacco, Jr.  
Nicole Lavallee  
Christopher T. Heffelfinger  
Kristin J. Moody  
A. Chowning Poppler  
Jeffrey V. Rocha  
44 Montgomery Street, Suite 650  
San Francisco, CA 94104  
Telephone: (415) 433-3200

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

**ORRICK, HERRINGTON & SUTCLIFFE  
LLP**



---

Thomas N. Kidera  
Rochelle F. Swartz  
51 West 52nd Street  
New York, NY 10019-6142  
Telephone: (212) 506-5000

*Counsel for Defendant Deloitte Certified Public  
Accountants, S.A.*

# **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  
DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.  
AND PROVIDING FOR NOTICE**

**WHEREAS:**

A. Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece” or the “Settling Defendant”) have entered into a settlement of the claims asserted in this Action against Deloitte Greece, the terms of which are set forth in the March 24, 2022 Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A (the “Deloitte Greece Stipulation” or the “Deloitte Greece 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 Deloitte Greece Settlement of the claims asserted in the Action on the merits and with prejudice as against Deloitte Greece, and for the entry of final judgment releasing the Deloitte Greece Released Claims against Deloitte Greece and the Deloitte Greece Release Parties, including Dismissed Defendants Deloitte & Touche LLP (“Deloitte US”) and Deloitte Touche Tohmatsu Limited (“DTTL”), along with certain other related and affiliated persons and entities; and

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

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

- (1) Lead Plaintiff and Lead Counsel have adequately represented the class;

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

(3) the relief provided by the Deloitte Greece 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 the application for the establishment of a Litigation Expense Fund; and (iv) the Deloitte Greece Supplemental Agreement identified by the parties pursuant Rule 23(e)(3); and

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

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

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

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Deloitte Greece 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"); (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 as approved by the Court.

3. The Court finds, for the purposes of the proposed Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece

Stipulation, including all acts that are reasonably necessary to consummate the proposed Deloitte Greece Settlement.

6. The Court preliminarily finds that the Deloitte Greece 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 Deloitte Greece Settlement to Settlement Class Members and further consideration of the Deloitte Greece Settlement at the final fairness hearing described below.

7. A final approval hearing shall be held on [DATE TO BE INSERTED], 2022 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 Deloitte Greece Settlement on the terms and conditions provided for in the Deloitte Greece Stipulation is fair, reasonable and adequate, and should be approved by the Court;

(b) whether the Order and Final Judgment with Prejudice Regarding Deloitte Greece as provided under in the Deloitte Greece Stipulation should be entered dismissing the Action as to Settling Defendant, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendant and Dismissed Defendants Deloitte US and DTTL;

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

EXHIBIT A

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

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

(f) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court; and

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

8. The Court approves the form, substance and requirements of the Notice and the Summary Notice (together, the "Notices"), attached as Exhibits A-1 and A-3 to the Deloitte Greece Stipulation, and finds that the procedures established for publication, mailing and 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 21 calendar days after entry of this order (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim and Release Form ("Claim Form"), substantially in the forms annexed as Exhibits A-1 and A-2

hereto, to be mailed by first-class mail to all Settlement Class Members who can be identified with reasonable effort and posted on its website at [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com);

(b) No later than the Notice Date, the Summary Notice, substantially in the form annexed as Exhibit A-3 hereto, shall be published once in the *Investor's Business Daily* and once over a national newswire service; and

(c) At least ten (10) calendar days prior to the Final Approval Hearing, Lead Counsel shall cause to be served on Deloitte Greece's Counsel (defined in ¶ 18 below) and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

11. Settling Defendant 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 Deloitte Greece Stipulation with the Court.

12. To effectuate the provision of notice provided for in paragraph 10 hereof, Lead Counsel or the Claims Administrator shall lease and maintain a post office box of adequate size for the return of relevant mailing. The Notice shall designate said post office box as the return address for the purposes designated in the 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.

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

## EXHIBIT A

a copy of the Notice to the beneficial owner of the securities postmarked no more than seven (7) calendar days from the date of receipt of the 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 Notice, who shall promptly send a copy of the 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 Deloitte Greece Net Settlement Fund.

14. All fees, costs, and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Deloitte Greece Settlement Fund as set forth in the Deloitte Greece Stipulation, and in no event shall Defendant Deloitte Greece 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 the Settling Defendant 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 Notice, reimbursements to nominee owners for forwarding the 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 Notice 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.

## EXHIBIT A

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 Deloitte Greece Stipulation without further order of the Court.

16. 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 Deloitte Greece 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 must mail the request in written form to the address designated in the Notice, 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 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. 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 Notice shall have no rights under the Deloitte Greece Settlement, shall not share in the distribution of the Deloitte Greece Net Settlement Fund, and shall not be bound by the Deloitte Greece 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

## EXHIBIT A

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.

17. Any person or entity that requests to be and is excluded from the Settlement Class shall not be entitled to receive any payment out of the Deloitte Greece Net Settlement Fund, as described in the Deloitte Greece Stipulation and Notice.

18. 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 attorney, to show cause (a) why the proposed Deloitte Greece Settlement should not be approved as fair, reasonable and adequate; (b) why the Deloitte Greece Plan of Allocation should or 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 and any application for the establishment of a Litigation Expense Fund 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 Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation, or the Order and Final Judgment with Prejudice Regarding Deloitte Greece 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, 44 Montgomery Street, Suite 650, San Francisco, CA 94104, and Thomas N. Kidera, Orrick, Herrington & Sutcliffe LLP, 51 West 52nd Street, New

## EXHIBIT A

York, NY 10019 (“Deloitte Greece’s Counsel”), and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and Deloitte Greece’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 Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation and/or to Lead Counsel’s application for attorneys’ fees, reimbursement of Litigation Expenses and the establishment of a Litigation Expense Fund, 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 21 calendar days before the Final Approval Hearing.

19. 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 Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation, the Order and Final Judgment with Prejudice Regarding Deloitte Greece to be entered approving the Deloitte Greece Settlement or the application for attorneys' fees, reimbursement of Litigation Expenses or the establishment of a Litigation Expense Fund.

20. The administration of the proposed Deloitte Greece 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 Deloitte Greece Net Settlement Fund shall remain under the authority of this Court.

21. 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 with Prejudice Regarding Deloitte Greece approving the Deloitte Greece Settlement and dismissing the Action on the merits and with prejudice as to Settling Defendant, regardless of whether it has approved a Deloitte Greece Plan of Allocation or awarded attorneys' fees and reimbursement of litigation expenses.

22. The Settling Defendant shall not have any responsibility whatsoever for anything arising out of or related to the Deloitte Greece Plan of Allocation or the Litigation Expense Fund or for any applications for attorneys' fees or reimbursement of Litigation Expenses or establishment of a Litigation Expense Fund that may be submitted in connection with final approval of this proposed Deloitte Greece Settlement, and such matters will be considered separately from the fairness, reasonableness and adequacy of the proposed Deloitte Greece Settlement.

23. In the event the proposed Deloitte Greece Settlement does not become Final for any reason (including any party's exercise of a valid right to terminate under the Deloitte Greece Stipulation), the Deloitte Greece 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 Settling Parties shall be restored to their respective positions in the Action immediately before December 22, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if the Deloitte Greece Stipulation and any related orders had not been entered, and the balance of the Deloitte Greece Settlement Fund, less any Notice and Administration Costs and Taxes or Tax Expenses paid, incurred or due and owing in connection with the Deloitte Greece Settlement provided for herein, shall be refunded to Deloitte Greece (or some other party or entity at its direction) pursuant to written instructions from Deloitte Greece's Counsel in accordance with ¶ 14.2 of the Deloitte Greece Stipulation.

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

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

26. 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 Deloitte Greece Stipulation and/or further order(s) of the Court.

27. All opening briefs and supporting documents in support of the final approval of the Deloitte Greece Settlement and the Deloitte Greece Plan of Allocation and any applications by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses and the establishment of a Litigation Expense Fund shall be filed and served by [TO BE INSERTED], 2022 (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], 2022 (a date that is seven (7) calendar days prior to the Final Approval Hearing).

28. Neither the Deloitte Greece 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 Deloitte Greece or any of the Deloitte 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.

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

30. If the Deloitte Greece Stipulation and the Deloitte Greece 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 Deloitte Greece Stipulation. This Order, the Deloitte Greece Stipulation, the proposed Deloitte Greece

EXHIBIT A

Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

31. Unless otherwise ordered by the Court, all proceedings against Deloitte Greece are stayed, except as may be necessary to implement the proposed Deloitte Greece Settlement or comply with the terms of the Deloitte Greece Stipulation or other agreement of the 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  
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 PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND

**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 AND YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A Federal Court authorized this 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.<sup>1</sup>

**Notice of Partial 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 (as defined in the response to question number 6 below), have reached two proposed partial settlements (the "Partial Settlements") of the Action with two of the Defendants (defined below) in this Action.

**PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Partial Settlements. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act. If you have questions about this Notice, the proposed Partial Settlements, or your eligibility to participate in the Partial Settlements, please DO NOT contact the Court, the Settling Defendants (defined below), the other Defendants in the Action, or their counsel. All**

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<sup>1</sup> The "securities" subject to these Partial Settlements are described below.

**questions should be directed to the Court appointed Lead Counsel, Berman Tabacco, or the Claims Administrator<sup>2</sup> (see responses to question numbers 14 and 23, below).**

**Description of the Action and the Settlement Class:** This action relates to an alleged fraud at the Company between February 27, 2014 and November 5, 2018. In summary, Lead Plaintiff alleges that certain insiders engaged in a fraud whereby (i) over \$300 million was misappropriated from the Company through various fraudulent schemes; (ii) statements about the Company's financial condition and other matters were materially false and misleading; and (iii) the Company's financial statements and statements about its internal controls over financial reporting ("ICFR") were materially false and misleading. Further, Lead Plaintiff alleges that the outside auditors issued materially false and misleading audit opinions. The current defendants in the case are the Company's founder, Dimitris Melisanidis ("Melisanidis"); the former Chief Financial Officer, Spyros Gianniotis ("Gianniotis"); and the Company's two outside auditors, PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") and Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") (together, the "Defendants").

This Notice relates to two proposed Partial Settlements of consolidated class action lawsuits: one with PwC Greece and one with Deloitte Greece (together, the "Settling Defendants").<sup>3</sup> Deloitte Greece served as Aegean's auditor from prior to the Settlement Class Period through June 2016 and issued audit opinions for Fiscal Years ("FY") 2013, 2014 and 2015 and reissued its 2015 audit opinion authorizing its inclusion in Aegean's Annual Report on Form 20-F for the FY ended December 31, 2016 ("2016 Form 20-F"), filed with the U.S. Securities and Exchange Commission on May 16, 2017. PwC Greece issued an audit opinion as to FY 2016 only. The Partial Settlements do not affect or compromise any claims asserted and ongoing against Melisanidis or Gianniotis (the "Non-Settling Defendants").<sup>4</sup>

Lead Plaintiff, on behalf of itself and the Settlement Class, and the Settling Defendants (together, the "Settling Parties") disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. The Settling Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages. The proposed Partial Settlements, if approved by the Court, will settle claims of the Settlement Class, as defined above and in response to question number 6 below.

**Description of the Securities Subject to The Partial Settlements:** The securities subject to the Partial 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%

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<sup>2</sup> The "Claims Administrator" is the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential members of the Settlement Class ("Settlement Class Members") and to administer the Partial Settlements.

<sup>3</sup> When referenced separately, the Partial Settlement that pertains to PwC Greece will be called the "PwC Greece Settlement", and the Partial Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Settlement." Similarly, the Stipulation of Settlement that pertains to PwC Greece will be called the "PwC Greece Stipulation," and the Stipulation of Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Stipulation."

<sup>4</sup> The Non-Settling Defendants are: Melisanidis and Gianniotis as well as any other defendant(s) later brought into the case, but excludes all relevant Settling Defendants' Released Parties (defined in response to question number 11 below).

Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (the “4.00% Notes”) (CUSIP: EJ8900817; 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”).

**Statement of Settlement Class’s Recovery:** Subject to Court approval, and as described more fully in response to question number 4 below, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the PwC Greece Released Claims and Deloitte Greece Released Claims (as defined in response to question number 11 below) against the Settling Defendants and the PwC Greece Released Parties and Deloitte Greece Released Parties (as defined in response to question number 11 below) in exchange for, among other things, a total settlement payment of \$29.8 million in cash (comprised of \$14.9 million from PwC Greece (the “PwC Greece Settlement Amount”) and \$14.9 million from Deloitte Greece (the “Deloitte Greece Settlement Amount”) (together, the “Partial Settlement Amount”) to be deposited into two separate interest-bearing escrow accounts. The “PwC Greece Net Settlement Fund” and the “Deloitte Greece Net Settlement Fund” (*i.e.*, the Settlement Amounts paid by each of the Settling Defendants plus any and all interest earned thereon (respectively, the “PwC Greece Settlement Fund” and the “Deloitte Greece Settlement Fund”) (together, the “Partial Settlement Funds”<sup>5</sup>) less (a) any Taxes;<sup>6</sup> (b) any Notice and Administration Costs;<sup>7</sup> (c) any Litigation Expenses awarded by the Court;<sup>8</sup> (d) any attorneys’ fees awarded by the Court; and (e) any other costs expenses or amounts as may be approved by the Court) will be distributed to Settlement Class Members in accordance with two corresponding plans of allocation (respectively, the “PwC Greece Plan of Allocation” and the “Deloitte Greece Plan of Allocation”) that are approved by the Court. The proposed PwC Greece Plan of Allocation is set forth at pages XX to XX below. The proposed Deloitte Greece Plan of Allocation is set forth at pages XX to XX below. The PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will determine how the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund shall be allocated among members of the Settlement Class who had potential claims against the Settling Defendants (and the relevant Settling Defendant’s Released Parties) as alleged in this Action.

As discussed more fully below, because PwC Greece is not alleged to have issued any false or misleading statements until May 16, 2017, there could be no recognized losses attributable to PwC Greece for securities purchased prior to the issuance of PwC Greece’s May 16, 2017 audit

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<sup>5</sup> The “Partial Settlement Funds” refers to both the PwC Greece Settlement Amount plus all interest and accretions thereto, and the Deloitte Greece Settlement Amount plus all interest and accretions thereto.

<sup>6</sup> “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.

<sup>7</sup> “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in connection with (a) providing notice to the Settlement Class; and (b) administering the PwC Greece and Deloitte Greece claims process.

<sup>8</sup> “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), for which Lead Counsel intends to apply to the Court for reimbursement from the Partial Settlement Funds.

opinions. In contrast, because Deloitte Greece is alleged to have issued false or misleading statements starting prior to the Settlement Class Period, Settlement Class Members have the recognized losses attributable to Deloitte Greece for Aegean Securities purchased throughout the Settlement Class Period. Accordingly, Authorized Claimants' (defined below) recoveries will be impacted by the date of their transactions in Aegean Securities. Settlement Class Members who purchased Aegean Securities before May 17, 2017 will only be entitled to participate in the Deloitte Greece Settlement whereas Settlement Class Members who purchased Aegean Securities after May 16, 2017 will be entitled to participate in both the PwC Greece Settlement and the Deloitte Greece Settlement.

**Estimate of Average Amount of Recovery:** Based on Lead Plaintiff's damages consultant's estimate of the number of Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and assuming that all Settlement Class Members elect to participate in the Partial Settlements, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs described herein) is approximately \$0.3823 per affected common share.

Distributions to Settlement Class Members will be made based on the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation as set forth herein (*see* pages XX to XX below) or such other plan of allocation as may be ordered by the Court. The objective of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will be to equitably distribute the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud.

Settlement Class Members should note, however, that the average recoveries provided herein are only estimates. Some Settlement Class Members may recover more or less than these estimated amounts depending on, among other factors, when and at what price they purchased or otherwise acquired or sold their Aegean Securities, and the total number and value of valid Proof of Claim and Release forms submitted.

**Average Amount of Damages Per Share/Note:** The Settling Parties do not agree on the amount of recoverable damages or on the average amount of damages per share or note that would be recoverable if Lead Plaintiff were to prevail on each of its claims. Among other things, the Settling Defendants deny that they violated the federal securities laws or that any damages were incurred by any member of the Settlement Class as a result of their alleged conduct.

**Statement of Attorneys' Fees and Litigation Expenses Sought:** Lead Counsel, Berman Tabacco, has been prosecuting the Action on a wholly contingent basis since its appointment as Lead Counsel on October 30, 2018, has not received any payment of attorneys' fees for its representation of the Settlement Class, and has advanced the funds to pay expenses necessarily incurred to date to prosecute this Action.

Lead Counsel will apply to the Court for an award of attorneys' fees from the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund in an amount not to exceed 25%, plus

interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred by Lead Plaintiff's Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$380,000 plus interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 77z-1(a)(4). Any fees and expenses awarded by the Court will be paid from the Partial 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 \$0.1004 per affected common share.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund to defray some current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants in an amount not to exceed a total of \$2 million from the settlement funds ("Litigation Expense Fund"). Any Litigation Expense Fund granted by the Court will be an advance on (and not in addition to) any final fee or expense awarded following resolution of all claims against Non-Settling Defendants.

**Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by Nicole Lavalley, Esq. of Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104;(415) 433-3200; law@bermantabacco.com.

**Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Partial Settlements is the substantial and certain recovery for the Settlement Class without the risks or delays inherent in further litigation. Moreover, as discussed more fully below, the substantial recovery provided under these Partial Settlements must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial, and consideration of the fact that even if a judgment were obtained, Lead Plaintiff might not be able to collect from PwC Greece and/or Deloitte Greece. This process could be expected to last several years. For the Settling Defendants, who have denied and continue to deny all allegations of liability, fault or wrongdoing whatsoever, the principal reason for entering into the Partial Settlements is to eliminate the uncertainty, risk, costs and burdens inherent in any litigation, especially in complex cases such as this Action. Settling Defendants have concluded that further conduct of this Action could be protracted and distracting.

<b>Your Legal Rights And Options In The Partial Settlements</b>	
<b>You Can:</b>	<b>That Means:</b>
<p><b>Submit a Proof of Claim and Release Form (“Claim Form”)<sup>9</sup> Received or Postmarked by _____</b></p>	<p>This is the only way to be eligible to receive a payment from either the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Partial Settlements as approved by the Court and you will give up any of the relevant Settling Defendant’s Released Claims (defined in response to question number 11 below) that you have against PwC Greece, Deloitte Greece and the other relevant Settling Defendant’s Released Parties (defined in response to question number 11 below), so it is in your interest to submit a Claim Form. All Settlement Class Members are eligible to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement. However, because PwC Greece only issued an audit opinion for Aegean on May 16, 2017, only Settlement Class Members who purchased Aegean Securities after May 16, 2017 are eligible to share in the PwC Greece Net Settlement Fund created pursuant to the PwC Greece Settlement.</p>
<p><b>Exclude Yourself From the Settlement Class by Submitting a Written Request for Exclusion Postmarked by _____.</b></p>	<p>You will receive no payment pursuant to these Partial Settlements. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants or the other relevant Settling Defendant’s Released Parties concerning the claims that were, or could have been, asserted in this case.</p>
<p><b>Object to the Partial Settlements by Submitting Written Objections Postmarked by _____.</b></p>	<p>Write to the Court and explain why you do not like the proposed Partial Settlements, or any part of them, or the proposed PwC Greece Plan of Allocation or the proposed Deloitte Greece Plan of Allocation, the application for fees and expenses and/or the application for the establishment of a Litigation Expense Fund. You cannot object to the Partial Settlements unless you are a Settlement Class Member and do not exclude yourself.</p>

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<sup>9</sup> A “Claim Form” means the Proof of Claim and Release form for submitting a claim for the Partial Settlements, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit A-2 to both the PwC Greece Stipulation and the Deloitte Greece Stipulation. Only one Claim Form is required to submit a claim to participate in either the PwC Greece Settlement or the Deloitte Greece Settlement, or both.

<b>Your Legal Rights And Options In The Partial Settlements</b>	
<b>You Can:</b>	<b>That Means:</b>
<p><b>Go to the Final Approval Hearing on _____ at _____, and File a Notice of Intention to Appear No Later Than _____.</b></p>	<p>Filing a written objection and notice of intention to appear by ___, allows you to speak in Court at the Final Approval Hearing, at the discretion of the Court, about the fairness of the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, the request for attorneys’ fees and litigation expenses and the establishment of a Litigation Expense Fund. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p><b>Do Nothing</b></p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Partial Settlements and you will be bound by any judgments or orders entered by the Court in the Action against these Settling Defendants.</p>

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**BASIC INFORMATION**

**1. Why did I get this Notice?**

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive.

The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Partial Settlements of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights.

This Notice explains the lawsuit, the Partial Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Partial Settlements if you wish to do so. It also is being sent to inform you of the terms of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation and of a hearing to be held by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider the fairness, reasonableness and adequacy of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and the proposed Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund (the “Final Approval Hearing”). The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim against the Settling Defendants in the Action, and the Court still has to decide whether to approve the Partial Settlements. If the Court approves the Partial Settlements, the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete

The Court in charge of the case is the United States District Court for the Southern District of New

York, and the case is known as *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB). The Judge presiding over this case is the Honorable Naomi Reice Buchwald, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the primary plaintiff is referred to as the “Lead Plaintiff,” on behalf of itself and the Settlement Class it represents, and the “Defendants” being sued are the Settling Defendants (PwC Greece and Deloitte Greece) and the Non-Settling Defendants (Dimitris Melisanidis and Spyros Gianniotis).

**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 Melisanidis. 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. In this Action, Lead Plaintiff alleges 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 (d) misappropriated Company assets. Lead Plaintiff further allege that, as a result, Defendants were liable for false and misleading statements to the investors during the Settlement Class Period. Defendants included former officers and directors of Aegean, PwC Greece and Deloitte Greece, and certain other entities with the PwC or Deloitte name. Deloitte Greece issued unqualified or “clean” audit opinions representing that Aegean’s year-end financial statements complied with U.S. Generally Accepted Accounting Principles (“GAAP”) as to 2013, 2014 and 2015 and that its ICFR were adequate in 2013 and 2015, also consenting to the reissuance of its 2015 audit opinions, thereby authorizing their inclusion in Aegean’s 2016 Form 20-F. PwC Greece became Aegean’s auditor in 2016, several years after the start of the Settlement Class Period, and issued its first and only audit opinions representing that Aegean’s ICFR were adequate and that its 2016 year-end financial statements complied with GAAP on May 16, 2017.

Because of actions undertaken by certain shareholders, the Company’s entire Audit Committee stepped down in May 2018 and a reconstituted Audit Committee (the “Reconstituted Audit Committee”) was formed with new, independent directors. Only weeks later, on June 4, 2018, the Company announced that \$200 million in accounts receivable had to be written off because the receivables were based on allegedly fraudulent transactions.

On November 2, 2018, following an internal investigation by outside counsel and retained forensic accountants, the Company announced that the Reconstituted 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 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 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 June 5, 2018, an initial complaint was filed against Aegean and certain officers and directors of Aegean, in the United States District Court for the Southern District of New York asserting violations of the federal securities laws: *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.) On October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

On February 1, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint (the "Complaint") alleging violations of the federal securities laws against Aegean and certain officers and directors of Aegean, PwC Greece, PricewaterhouseCoopers International Limited ("PwCIL"), PricewaterhouseCoopers LLP ("PwC US"), Deloitte Greece, Deloitte Touche Tohmatsu Limited ("DTTL") and Deloitte & Touche LLP ("Deloitte US"). (ECF No. 81.) Because of Aegean's bankruptcy, the Action was stayed as to Aegean.

In the Spring of 2020, each of the Defendants filed motions to dismiss the claims asserted against them. In particular, on March 6, 2020, PwC Greece and Deloitte Greece filed a joint motion to dismiss the Complaint. (ECF Nos. 187-88.) Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-92). Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51). Defendants filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece's joint motion to dismiss. (ECF No. 293.) In the same order, the Court denied the motion by Gianniotis, denied, in part, the motion by Melisanidis and granted motions to dismiss filed by several other defendants, including the joint motion filed by PwCIL and DTTL, and the joint motion filed by PwC US and Deloitte US. (ECF No. 293.)

Following the Court's hearing on the motion to dismiss and the Court's denial of the joint motion to dismiss filed by PwC Greece and Deloitte Greece, counsel for Lead Plaintiff and counsel for PwC Greece began good-faith negotiations with an eye toward reaching a potential settlement. On August 26, 2021, following numerous rounds of negotiations, Lead Counsel and PwC Greece's Counsel, Wilmer Cutler Pickering Hale and Dorr LLP, reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against PwC Greece.

Lead Plaintiff and Deloitte Greece also commenced good-faith negotiations in Fall 2021. On December 22, 2021, following numerous rounds of negotiations, Lead Counsel and Deloitte Greece's Counsel, Orrick, Herrington & Sutcliffe LLP, also reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece.

Since the commencement of this Action, PwC Greece and Deloitte Greece have denied and continue to deny each and all of the claims and contentions of wrongdoing alleged by Lead Plaintiff in the Action and contend that they have not committed any act or omission giving rise to any liability or violation of law as alleged in the Action, or that could have been alleged in the Action. PwC Greece and Deloitte Greece also have denied, and continue to deny, among other allegations, that Lead Plaintiff or the Settlement Class incurred any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged or that could have been alleged in the Action. PwC Greece and Deloitte Greece have asserted, and continue to assert, that their 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 believe that the evidence supports their position that they acted properly at all times and that the Action is without merit. In addition, PwC Greece and Deloitte Greece each maintain that they have meritorious defenses to all claims alleged in the Action.

<p><b>3. What is a class action?</b></p>
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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 representatives or lead plaintiffs, 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, please read the response to question number 13 below entitled, "What if I do not want to be part of the Partial Settlements? How do I exclude myself?") 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 Company's securities described above during the Settlement Class Period.

<p><b>4. What are Lead Plaintiff's reasons for the Partial Settlements?</b></p>
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Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the risks and challenges to establishing liability against the Settling Defendants, particularly since they are two foreign outside auditors. In particular, the Settling Defendants here contended, *inter alia*, that (i) Aegean management was responsible for the preparation of the Company's financial statements, and that they relied on management's representations; (ii) the Company's management perpetrated and concealed the alleged financial fraud, including from the Settling Defendants, through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications, as the Company later admitted;

(iii) that the red flags alleged in the Complaint were either unknown to them or widely known and insufficient to put them on notice that the Company was engaged in fraud; and (iv) that their audit opinions were mere statements of opinion that are only actionable if Lead Plaintiff establishes that they believed that their opinions were false or omitted materials about their audits. The Settling Defendants also likely would have argued that Lead Plaintiff could not establish that the Settling Defendants had the requisite intent or that they failed to conduct their audits in accordance with the applicable standards of their profession. The Settling Defendants would also likely have argued that, even if liable, the Company Defendants would be far more liable, given the admission by the Company that its management was liable and had falsified records and that the Settlement Class relied on the Company defendants, not the Settling Defendants. In addition, the Settling Defendants also have contended that all or a portion of the alleged damages to the Settlement Class were caused by factors other than the allegedly false or misleading statements or omissions and that such damages are thus not recoverable. Moreover, each of the Settling Defendants would raise arguments specific to themselves. Indeed, Deloitte Greece would have argued, for example, that many of the alleged red flags only appeared after it audited the Company's 2015 year-end financials and that it was not liable to investors who purchased Aegean Securities after PwC Greece issued its audit opinion for Aegean's 2016 year-end financials. It also would have argued that claims related to purchases prior to the issuance of its audit opinions for FY 2013 were time-barred. Meanwhile, PwC Greece would have argued that the fraud had been ongoing for years prior to its auditing work for Aegean. Thus, while Lead Plaintiff and Lead Counsel believe that the case against the Settling Defendants is very robust, the fact remains that the Court at class certification, summary judgment or trial could find the Settling Defendants' defenses persuasive, which could significantly reduce or eliminate recoverable damages.

Lead Plaintiff and Lead Counsel also considered the difficulties in establishing liability against or collecting from foreign nationals and the substantial risks, burdens and expenses involved in further litigation of this Action through trial and appeals against the Settling Defendants, including (i) gathering documentary evidence, much of which would have been written in Greek and located in Greece; (ii) the fact that Defendants and others would have asserted privileges under Europe's recently-enacted privacy and security law, the General Data Protection Regulation, to withhold or redact documents; (iii) the costly and time-consuming nature of translating relevant documents obtained in discovery and deposing witnesses abroad; and (iv) the difficulty of enforcing of any judgment obtained against foreign defendants.

In addition, Lead Plaintiff and Lead Counsel considered the other attendant risks of litigating a complex securities class action, including (i) the possibility that a class may not be certified; (ii) a possible adverse judgment; (iii) discovery disputes; (iv) disputes between experts on complex financial and accounting matters as well as loss causation and damages; (v) a lengthy trial; and (vi) appeals. Given the foregoing, Lead Plaintiff and Lead Counsel have considered the uncertain outcome of trial and appellate risk in complex lawsuits like this one. Lead Plaintiff and Lead Counsel have also considered the benefit of Partial Settlements now, in light of the risks that the Settling Defendants or their insurers could not satisfy a judgment materially larger than the Partial Settlement Amount, and of their evaluation of the reduced amount of insurance that may be available after trial.

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 Partial Settlement Amount agreed to in the Partial Settlements, Lead Plaintiff and Lead Counsel believe that the proposed Partial Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Partial Settlements provide a substantial benefit now, namely the payment of \$29.8 million (\$14.9 million from each Settling Defendant) (less the various deductions described in this Notice), as well as the agreement of the Settling Defendants to provide documents as detailed in the Settling Defendants' respective Stipulations (including by providing certain audit workpapers), 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, possibly years in the future.

The Settling Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. The Settling Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Settling Defendants also have 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. Nevertheless, the Settling Defendants have taken the uncertainty and risks inherent in any litigation into account, especially in a complex case such as this. The Settling 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 in the manner and upon the terms and conditions set forth in the Settling Defendants' respective Stipulations.

**5. What might happen if there were no Partial Settlements?**

If there were no Partial Settlements and Lead Plaintiff failed to establish any essential legal or factual element of its claims against the Settling Defendants, neither Lead Plaintiff nor the Settlement Class would recover anything from the Settling Defendants. Also, if the Settling Defendants were successful in proving any of their defenses, the Settlement Class likely could recover substantially less than the amount provided in the Partial Settlements, or nothing at all. Moreover, there is also a risk that there would be no funds available to satisfy any judgment obtained in this case after trial and appeal.

**WHO IS INCLUDED IN THE PARTIAL SETTLEMENTS?**

**6. How do I know if I am affected by the Partial Settlements?**

For the purposes of the Partial Settlements, with the few exceptions listed below, everyone who fits the following description is a Settlement Class Member: All Persons<sup>10</sup> who purchased or

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<sup>10</sup> For the purposes of the Partial Settlements, a "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint

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”)<sup>11</sup>; (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 as approved by the Court. All Settlement Class Members are entitled to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement because the Action alleges claims against Deloitte Greece for the full Settlement Class Period. However, since PwC Greece only issued an audit opinion for Aegean on May 16, 2017, there were no claims against PwC Greece prior to that date. Thus, only those Settlement Class Members who purchased after May 16, 2017 are alleged to have claims against PwC Greece, and will be entitled to share in the PwC Greece Net Settlement Fund created by the PwC Greece Settlement.

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE PARTIAL 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) Dismissed Defendants; (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 are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 13 below.

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venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

<sup>11</sup> Dismissed Defendants are E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, DTTL, Deloitte US, PwCIL and PwC US.

**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 at 1-877-888-9760 (Toll Free) or you can fill out the Claim Form described in response to question number 12 below (“How do I participate in the Partial Settlements? What do I need to do?”) to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed on page XX above and in the response to question number 23 below. Please do not contact the Court.

**THE PARTIAL SETTLEMENTS BENEFITS**

**9. What do the Partial Settlements provide?**

Settling Defendants have paid or will pay a total of \$29.8 million (comprised of \$14.9 million from PwC Greece and \$14.9 million from Deloitte Greece) into two separate escrow accounts. The \$14.9 million account from PwC Greece will earn interest, as provided for in the PwC Greece Stipulation, for the benefit of the Settlement Class Members who purchased Aegean Securities between May 17, 2017 and November 5, 2018. The \$14.9 million account from Deloitte Greece will earn interest, as provided for in the Deloitte Greece Stipulation, for the benefit of all Settlement Class Members. After deduction of 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 respective balances of the two escrow accounts (the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund) will be distributed to Settlement Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, as applicable, discussed at pages XX to XX below. The Partial Settlements also provide for coordination with respect to fulfilment of the terms of the Settling Defendants’ respective Stipulations, including by providing certain audit workpapers.

In exchange for the Settling Defendants’ payments, the claims described in response to question number 11 below entitled, “What am I giving up to get a payment or stay in the Settlement Class?” will be released, relinquished, discharged and dismissed with prejudice.

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

**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 Partial Settlements. Your share of the PwC Greece Net Settlement Fund and/or Deloitte Greece 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. As discussed above, Settlement Class Members will only be eligible for distribution from the PwC Greece Net Settlement Fund if they acquired their securities after May 16, 2017. You should look at the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation

sections of this Notice that appear on pages **XX** below 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.

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

The PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are submitted herewith (*see* pages **XX to XX** below) for the Court’s approval; however, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation shall in no way disturb or affect the Court’s approval of the Settling Defendants’ respective Stipulations and shall be considered separate from the Court’s Order and Final Judgment with Prejudice Regarding PwC Greece<sup>12</sup> and the Court’s Order and Final Judgment with Prejudice Regarding Deloitte Greece<sup>13</sup> discussed in response to question number 11 below. The objective of the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation is to equitably distribute the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing against each of the Settling Defendants. Payment pursuant to the PwC Greece Plan of Allocation and Deloitte Greece 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 Settling Defendants, PwC Greece’s Counsel, Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties or their counsel, or the Claims Administrator or other agents designated by Lead Counsel arising from distributions made substantially in accordance with the Settling Defendants’ respective Stipulations, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation, or further orders of the Court. Settling Defendants, PwC Greece’s and Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties and their counsel will have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund and/or Deloitte Greece Settlement Fund, the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund, the PwC Greece Plan of Allocation and/or Deloitte Greece 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 PwC Greece Settlement Fund and Deloitte Greece Settlement Fund 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 Settlement.

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

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<sup>12</sup> The “Order and Final Judgment with Prejudice Regarding PwC Greece” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the PwC Greece Stipulation, substantially in the form of Exhibit B to the PwC Greece Stipulation.

<sup>13</sup> The “Order and Final Judgment with Prejudice Regarding Deloitte Greece” (and, together with the Order and Final Judgment Regarding PwC Greece, the “Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece”) means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the Deloitte Greece Stipulation, substantially in the form of Exhibit B to the Deloitte Greece Stipulation.

Form. Persons and entities that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund and should not submit Claim Forms.

The Partial Settlements are conditioned on two main events: (i) the entry of the Judgment by the Court, after the Court holds a Final Approval Hearing to decide whether to approve the Partial Settlements, as provided for in the PwC Greece Stipulation and the Deloitte Greece Stipulation; and (ii) the expiration of the applicable period to file all appeals from the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece. If the PwC Greece Settlement and/or the Deloitte Greece Settlement 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 PwC Greece Settlement or the Deloitte Greece Settlement, as described in the Stipulations, are not met, the Partial 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.

<p><b>11. What am I giving up to get a payment or stay in the Settlement Class?</b></p>
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If the Partial Settlements are approved, the Court will enter two separate orders and final judgments with prejudice, among other things, dismissing the claims against PwC Greece and Deloitte Greece and entering final judgment regarding PwC Greece and Deloitte Greece (the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece). Among other things, the Order and Final Judgment with Prejudice Regarding PwC Greece will dismiss the claims against PwC Greece 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 with Prejudice Regarding PwC Greece will have—released, relinquished, dismissed and forever discharged the PwC Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the PwC Greece Released Parties (as defined below). Among other things, the Order and Final Judgment with Prejudice Regarding Deloitte Greece will dismiss the claims against Deloitte Greece 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 with Prejudice Regarding Deloitte Greece will have—released, relinquished, dismissed and forever discharged the Deloitte Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the Deloitte Greece Released Parties (as defined below).

“PwC Greece Released Claims” means any and all claims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, 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 foreign law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against PwC Greece, PwCIL or PwC US, or that could or might have been asserted against PwC Greece, PwCIL, PwC US or any other PwC Network firm

as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, 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 foreign 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 whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint, including but not limited to, any audits or reviews of Aegean financial statements by PwC Greece or any services of any kind provided to Aegean by PwC Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “PwC Greece Released Claims” do not include: (a) claims to enforce the Partial Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, Deloitte Greece or any Dismissed Defendants other than PwCIL and PwC US; and (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, including any distribution of any recovery by the Litigation Trustee.

“Deloitte Greece 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 Deloitte Greece, DTTL or Deloitte US, or that could or might have been asserted against Deloitte Greece, DTTL or Deloitte US as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates) 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 whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint including, but not limited to, any audits or reviews of Aegean financial statements by Deloitte Greece or any services of any kind provided to Aegean by Deloitte Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Deloitte Greece Released Claims” do not include: (a) claims to enforce the Deloitte Greece Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, PwC Greece or any Dismissed Defendants other than DTTL and Deloitte US; and/or (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, including any distribution of any recovery by the Litigation Trustee.

“PwC Greece Released Party” or “PwC Greece Released Parties” means PwC Greece, PwCIL, PwC US and all other PwC Network firms, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities; and each and all of the foregoing entities’ respective past, present and future directors, officers, boards and board members, employees, partners (in the broadest concept of that term), principals, representatives, alleged partners, associates, owned and controlled entities and persons, stockholders, members and owners, attorneys (including PwC Greece’s Counsel, and counsel for PwCIL and PwC US), advisors, contractors, consultants, trustees, insurers, co-insurers, reinsurers, agents, heirs, executors, estates, administrators, fiduciaries, successors, assignors and assigns.

“Deloitte Greece Released Party” or “Deloitte Greece Released Parties” means Deloitte Greece, DTTL and Deloitte US, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates acting in said capacity); and each and all of the foregoing entities’ respective past, present and future representatives, insurers, co-insurers, re-insurers, predecessors, successors, assignors, assigns, agents, advisors, heirs, executors, estates trustees, administrators, fiduciaries, consultants, contractors, partners, principals, members, directors, boards and board members, officers, officials, shareholders, employees, subsidiaries, parents, affiliates, divisions, offices, owned or controlled entities and persons, and attorneys (including Deloitte Greece’s Counsel, counsel for DTTL and counsel for Deloitte US).

“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 PwC Greece Released Party or Parties or the Deloitte Greece Released Party or Parties, as applicable, except for claims relating to the enforcement of the Partial Settlements, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

“Unknown Claims” has the same meaning for each Settlement, with respect to either of the Settling Defendants, and means any and all the Settling Defendant’s Released Claims or Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Settling Defendant’s Released Parties does 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 Settling Defendant’s Released Parties, the Settlement Class Members or the Settling Parties, or

might have affected his, her or its decision(s) with respect to the Partial Settlements, the Settling Defendant's Released Claims or the Released Parties' Claims, including his, her or its decision to object or not object to Partial Settlements. With respect to any and all the Settling Defendant's Released Claims and the Released Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Partial Settlements, Lead Plaintiff and the Settling Defendant shall expressly waive, and each of the other Settlement Class Members and the Settling Defendant's Released Parties shall be deemed to have waived and by operation of the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece 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 Settling Parties and the Settling Defendant's 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 Settling Defendant's Released Claims and the Released Parties' Claims, but the Settling Parties and the Settling Defendant's Released Parties expressly, fully, finally and forever settle and release, and each Settling Defendant's Released Party, 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 Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece, shall have settled and released, fully, finally and forever, any and all Settling Defendant's Released Claims and the Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Settling Defendant acknowledge, and each of the other Settlement Class Members and the Settling Defendant's 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 Partial Settlement.

<p><b>12. How do I participate in the Partial Settlements? What do I need to do?</b></p>
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If you purchased or otherwise acquired the securities described above, you are not excluded by the definition of the Settlement Class and you 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 Partial 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, you must have recognized losses under the PwC Greece Plan of Allocation or the Deloitte Greece Plan of Allocation and you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice and is also available on the settlement website maintained by the Claims Administrator, [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com) as well as Lead Counsel's website at [www.bermantabacco.com](http://www.bermantabacco.com). Read the instructions carefully, fill out the Claim Form, include all supporting documentation the Claim Form asks for, sign it, and mail it postmarked no later than

**[TO BE INSERTED]**. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund but will in all other respects be bound by the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece.

Those who exclude themselves from the Settlement Class and those who do not submit timely a valid Claim Form with adequate supporting documentation will not be entitled to share in the Partial Settlements. Please retain all records of your ownership of and transactions in the securities, as they may be needed to document your Claim.

As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in response to question number 18 below entitled, “When and where will the court decide whether to approve the Partial Settlements?”

If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in response to question number 13 below entitled, “What if I do not want to be part of the Partial Settlements? How do I exclude myself?” If you exclude yourself from the Settlement Class, you will not be eligible to receive any benefit from the Partial Settlements and you should not submit a Claim Form, but you will retain the right to be a part of any other lawsuit against any of the relevant Settling Defendant’s Released Parties (as defined in response to question number 11 above) with respect to any of the relevant Settling Defendant’s Released Claims (as defined in response to question number 11 above).

If you wish to object to the Partial Settlements or any of their terms, the proposed PwC Greece Plan of Allocation or Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in response to question number 18 below entitled, “When and where will the Court decide whether to approve the Partial Settlements?” If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

<p><b>13. What if I do not want to be part of the Partial Settlements? How do I exclude myself?</b></p>
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Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Partial 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) the name, address and telephone number of the Person seeking exclusion; (b) the identity and original face value of any Aegean Securities purchased (or otherwise acquired) during the Settlement Class Period, including the dates of each purchase or acquisition, the number of shares purchased or otherwise acquired, and the prices or other consideration paid for such purchases or acquisitions; (c) the identity and original face value of any Aegean Securities sold or otherwise disposed of during the Settlement Class Period, including the dates of each sale or other disposition, the number of shares sold or otherwise disposed of, and the prices or other consideration received for such sales or dispositions; (d) the date of each purchase or sale transaction; and (e) a statement that the person or entity wishes to be excluded from the Settlement Class in the *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB), and must be signed by such Person. Requests for Exclusion will not be valid if they do not include the information set forth above and are not received within the time stated above, unless the Court otherwise determines.

If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Settling Defendants' respective Stipulations.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

Yes. The Court appointed Berman Tabacco, Lead Counsel, to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed on page XX above and listed in response to question number 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 payment of up to 25% of the Partial Settlement Funds, or approximately \$7,450,000 for attorneys' fees, and for reimbursement of out-of-pocket expenses not to exceed \$380,000. To date, Lead Counsel has not been paid for their services for conducting this Action on behalf of Lead Plaintiff and the Settlement Class, nor for their substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for their work in achieving the PwC Greece and Deloitte Greece Partial Settlement Funds. The Court may, however, award less than this amount. In that case the difference will remain with the Partial Settlement Funds. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Settlement Class; nor has Lead Counsel been reimbursed for its out-of-pocket expenses.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the Settling Parties' Partial Settlement Funds a Litigation Expense Fund amount of up to a total of \$2 million from both (*i.e.*, advances to defray current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants). Any Litigation Expense Fund authorized by the Court will be an advance on (and not in addition to) any final fees or expense reimbursements awarded. The Court will determine the amount of any such award.

## OBJECTING TO THE SETTLEMENT

<b>16. How do I tell the Court that I do not like the Partial Settlements?</b>
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If you are a Settlement Class Member and do not request exclusion in accordance with the response to question number 13 above, you can tell the Court that you do not agree with either or both of the Partial Settlements or any part of them, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund.

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 Settling Defendants at the addresses set forth below so that the papers are *received* on or before **[TO BE INSERTED]**.

Clerk's Office	Lead Counsel for the Settlement Class	Counsel For PwC Greece	Counsel For Deloitte Greece
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK 500 Pearl Street New York, New York 10007	BERMAN TABACCO Nicole Lavallee, Esq. 44 Montgomery Street, Suite 650 San Francisco, CA 94104	WILMERHALE LLP Christopher Davies 1875 Pennsylvania Avenue NW Washington, DC 20006	ORRICK, HERRINGTON & SUTCLIFFE LLP Thomas N. Kidera 51 West 52nd Street New York, NY 10019-6142

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 Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Plaintiffs' application for attorneys' fees and reimbursement of Litigation Expenses and/or to Lead Counsel's application for the

establishment of a Litigation Expense Fund 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 Partial 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 appearance with the Court and serve it on Lead Counsel so that the notice is received on or before [TO BE INSERTED].

**17. What's the difference between objecting and being excluded from the Settlement Class?**

Objecting is simply telling the Court that you do not like something about either or both of the Partial 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 Partial Settlements. You do not need to attend that hearing but are welcome to attend if you so desire.

**18. When and where will the Court decide whether to approve the Partial Settlements?**

The Final Approval Hearing on these Partial 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, to determine: (a) whether each of the proposed Partial Settlements on the terms and conditions provided for in the Settling Defendants' respective Stipulations is fair, reasonable and adequate, and should be approved by the Court; (b) whether the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece should be entered dismissing the Action as to the Settling Defendants, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendants and dismissed defendants PwCIL, PwC US, DTTL and Deloitte U.S.; (c) whether the release by the Settlement Class of the relevant Settling Defendant's Released Claims against the relevant Settling Defendant's Released Parties

(as defined in response to question number 11 above) and the release by the relevant Settling Defendant's Released Parties of the Released Parties' Claims should be ordered; (d) whether the proposed PwC Greece Plan of Allocation and/or the proposed Deloitte Greece Plan of Allocation to distribute the Settlement proceeds (described on pages **XX to XX** below) is fair and reasonable; (e) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and (f) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court.

**THE FINAL APPROVAL HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE SETTLEMENT CLASS, SO PLEASE CHECK WITH LEAD COUNSEL, THE SETTLEMENT WEBSITE WWW.AEGEANSECURITIESLITIGATION.COM, OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE.**

**If you do not wish to object in person to the proposed Partial Settlements and/or the application for the establishment of a Litigation Expense Fund, you do not need to attend the Final Approval Hearing. You can object to or participate in the Partial Settlements without attending the Final Approval Hearing.**

**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 Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. 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 Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. We do not know how long these decisions will take. If you want to attend the hearing, you should check with Lead Counsel, the settlement website [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com), or the Court's PACER system beforehand to be sure that the date and/or time has not changed.

<b>19. Do I have to come to the Final Approval Hearing?</b>
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No. Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**20. May I speak at the Final Approval Hearing?**

Any Settlement Class Member who did not request to be excluded from the Settlement Class by **[TO BE INSERTED]** 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 Partial Settlements should not be approved as fair, reasonable and adequate (b) why the PwC Greece Plan of Allocation and/or the Deloitte Greece 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 and any application for the establishment of a Litigation Expense Fund 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 Intention 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 to question number 16 above entitled, “How do I tell the Court that I do not like the Partial Settlements?”

Only Settlement Class Members who have submitted written notices in this manner may be heard at the Final Approval Hearing, unless the Court orders otherwise.

**IF YOU DO NOTHING**

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

If you are a Settlement Class Member but do nothing, then you will get no money from these Partial Settlements. You must file a Claim Form to be eligible to receive anything from the Partial Settlements. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**22. Are there more details about the Partial Settlements?**

Yes. This Notice summarizes the proposed Partial Settlements. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the Settling Defendants’ respective Stipulations, which have been filed with the Court. Lead Plaintiff’s submissions in support of the Partial Settlements will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Partial Settlements will be posted on the settlement website set up for this case: [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com). If you have any further questions, you may contact Lead Counsel identified in the response to question number 14 above entitled, “Do I have a lawyer in this case?” You may also call the Claims Administrator at 1-877-888-9760 (Toll Free) to find answers to common questions about the Partial Settlements and obtain information about the status of the settlement approval process.

**23. Can I See The Court File? Who Should I Contact If I Have Questions?**

This Notice contains only a summary of the terms of the proposed Partial Settlements. More detailed information about the matters involved in the Action is available at [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com), including, among other documents, copies of the Settling Defendants' respective Stipulations, the Claim Form and the Complaint. Lead Plaintiff's submissions in support of the Partial Settlements and Lead Counsel's fee and expense application will be filed with the Court prior to the Final Approval Hearing.

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

*In re Aegean Marine Petroleum Network, Inc. Securities Litigation*  
Claims Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 173002  
Milwaukee, WI 53217

**OR**

Nicole Lavallee  
BERMAN TABACCO  
44 Montgomery Street, Suite 650  
San Francisco, CA 94104  
Telephone: (415) 433-3200  
law@bermantabacco.com  
**Lead Counsel**

**SPECIAL NOTICE TO NOMINEES**

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

If you hold any Aegean Securities purchased during the Settlement Class Period as nominee for a beneficial owner, then, within seven (7) days after you receive this Notice, you must either: (a) send a copy of this Notice and the Claim Form by first-class mail to all such Persons; or (b) provide a list of the names and addresses of such Persons to the Claims Administrator:

*In re Aegean Marine Petroleum Network, Inc. Securities Litigation*  
Claims Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 173002  
Milwaukee, WI 53217

If you choose to mail the Notice and Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents 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 obtain reimbursement for reasonable costs actually incurred or expected to be incurred in connection with forwarding the Notice and Claim Form and which would not have been incurred but for the obligation to forward the Notice and Claim Form, upon submission of appropriate documentation to the Claims Administrator.

## UNDERSTANDING YOUR PAYMENT - THE PwC GREECE PLAN OF ALLOCATION

### 25. How will my claim be calculated for the PwC Greece Settlement?

1. As discussed above, the PwC Greece Settlement provides \$14.9 million in cash for the benefit of the members of the Settlement Class who allegedly have claims against Settling Defendant PwC Greece. The PwC Greece Settlement Amount and any interest it earns constitute the “PwC Greece Settlement Fund.” The PwC Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes and any other fees or expenses approved by the Court, is the “PwC Greece Net Settlement Fund.” If the PwC Greece Settlement is approved by the Court, the PwC Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against PwC Greece – in accordance with this proposed Plan of Allocation (“PwC Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the PwC Greece Net Settlement Fund but will otherwise be bound by the PwC Greece Settlement. The Court may approve this proposed PwC Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the PwC Greece Plan of Allocation will be posted on the settlement website: [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com).

2. The objective of the PwC Greece Plan of Allocation is to distribute the PwC Greece Settlement Fund equitably among those Settlement Class Members who suffered economic losses as a proximate result of PwC Greece’s alleged wrongdoing. To be clear, since PwC Greece’s audit opinion was issued after the close of trading on May 16, 2017, only those Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options) after that date but before November 6, 2018 and held through at least one partial disclosure, allegedly have claims against PwC Greece. The PwC Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the PwC Greece 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 PwC Greece after a trial. Nor are the calculations in accordance with the PwC Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the PwC Greece Settlement. The computations under the PwC Greece 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 PwC Greece Net Settlement Fund. The Recognized Loss amount formulas below are intended solely for purposes of this PwC Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against PwC Greece, 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”)<sup>14</sup>; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)<sup>15</sup>; and/or (iv) Aegean call options; or (b) sold Aegean put options, (collectively referred to as the “Aegean Securities”) after PwC Greece issued its audit opinion on May 16, 2017, but within the Settlement Class Period, and have held through a partial disclosure.

4. The PwC Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the PwC Greece 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 after May 16, 2017 but within the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by PwC Greece’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 including the following dates after the issuance of PwC’s audit opinion: February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018, thereby impacting the prices of Aegean Securities on February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. As discussed above, in order to have a “Recognized Loss Amount” under the PwC Greece Plan of Allocation for the Partial Settlement against PwC Greece, Aegean Securities must have been purchased or otherwise acquired during the period between May 17, 2017 and November 5, 2018, inclusive (“PwC Greece Relevant Period”), and held through the issuance of at least one corrective disclosure.<sup>16</sup>

#### **ALLOCATION OF THE PWC GREECE NET SETTLEMENT FUND**

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

<sup>14</sup> The CUSIP number for the 4.00% Notes is: EJ8900817.

<sup>15</sup> 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.

<sup>16</sup> 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.

**CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE PwC GREECE SETTLEMENT**

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 PwC Greece Relevant 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 PwC Greece Relevant Period, the claim per share shall be as follows:

- (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 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 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.<sup>17</sup>

**Transactions in Aegean 4.00% Notes**

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

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<sup>17</sup> Under Section 21(D)(e)(1) of the Securities Exchange Act of 1934 (“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.

- (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.<sup>18</sup>

#### Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the PwC Greece Relevant 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.<sup>19</sup>

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<sup>18</sup> 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.

<sup>19</sup> 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.

### **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: February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.<sup>20</sup>

13. For call options on Aegean common stock purchased or otherwise acquired during the PwC Greece Relevant Period, and:

- (a) Closed (through sale, exercise or expiration) before February 21, 2018, 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 February 21, 2018, 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.

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<sup>20</sup> To participate in the Partial 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 PwC Greece Relevant 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 Partial 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.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

**ADDITIONAL PROVISIONS REGARDING PWC GREECE SETTLEMENT**

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. PwC Greece Relevant Period sales will be matched first against any holdings at the beginning of the PwC Greece Relevant Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the PwC Greece Relevant Period.

18. A claimant’s “Recognized Claim” under the PwC Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The PwC Greece Net Settlement Fund 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 PwC Greece Net Settlement Fund. 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 PwC Greece Relevant 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 PwC Greece Relevant 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 PwC Greece 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 PwC Greece Relevant 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 PwC Greece Relevant 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 PwC Greece Relevant 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.<sup>21</sup> 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 PwC Greece Relevant Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount<sup>22</sup> and (ii) the sum of the Total Sales Proceeds<sup>23,24</sup> and Holding Value (for Aegean common stock and Notes only).<sup>25</sup> 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 PwC Greece Relevant Period.

24. After the initial distribution of the PwC Greece Net Settlement Fund, 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 PwC Greece Settlement, 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 PwC Greece Settlement, including for such re-distributions, would be cost-effective. At such time

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<sup>21</sup> For the Aegean 4.00% Notes and the Aegean 4.25% Notes, only transactions between May 17, 2017 and November 5, 2018, inclusive, shall be considered for the determination of market gains and/or losses under the PwC Greece Plan of Allocation.

<sup>22</sup> The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the PwC Greece Relevant Period.

<sup>23</sup> The Claims Administrator will match any sales of Aegean common stock from the start of the PwC Greece Relevant 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 PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

<sup>24</sup> The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the PwC Greece Relevant 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 PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

<sup>25</sup> The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the PwC Greece Relevant 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 PwC Greece Relevant 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 PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018.

as it is determined that the re-distribution of funds remaining in the PwC Greece Net Settlement Fund 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 PwC Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the PwC Greece Settlement, 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 Member, PwC Greece, PwC Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the PwC Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund or the PwC Greece Net Settlement Fund; the PwC Greece 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 PwC Greece Settlement.

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.

## UNDERSTANDING YOUR PAYMENT - THE DELOITTE GREECE PLAN OF ALLOCATION

### 26. How will my claim be calculated for the Deloitte Greece Settlement?

1. As discussed above, the Deloitte Greece Settlement provides \$14.9 million in cash for the benefit of the members of the full Settlement Class who allegedly have claims against the Settling Defendant Deloitte Greece. The Deloitte Greece Settlement Amount and any interest it earns constitute the “Deloitte Greece Settlement Fund.” The Deloitte Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the “Deloitte Greece Net Settlement Fund.” If the Deloitte Greece Settlement is approved by the Court, the Deloitte Greece Net Settlement Fund 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 Deloitte – in accordance with this proposed Plan of Allocation (“Deloitte Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Deloitte Greece Net Settlement Fund but will otherwise be bound by the Deloitte Greece Settlement. The Court may approve this proposed Deloitte Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Deloitte Greece Plan of Allocation will be posted on the settlement website: [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com).

2. The objective of the Deloitte Greece Plan of Allocation is to distribute the Deloitte Greece Settlement Funds equitably among those Settlement Class Members who suffered economic losses as a proximate result of Deloitte Greece’s alleged wrongdoing. To be clear, 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 Deloitte Greece. The Deloitte Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Deloitte Greece 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 Deloitte Greece after a trial. Nor are the calculations in accordance with the Deloitte Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Deloitte Greece Settlement. The computations under the Deloitte Greece 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 Deloitte Greece Net Settlement Fund. The Recognized Loss Amount formulas below are intended solely for purposes of this Deloitte Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against Deloitte Greece, 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”)<sup>26</sup>; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)<sup>27</sup>; 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 Deloitte Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the Deloitte Greece 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 Deloitte Greece’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 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 Deloitte Greece Plan of Allocation for the Deloitte Greece Settlement against Deloitte Greece, 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.<sup>28</sup>

#### **ALLOCATION OF THE DELOITTE GREECE NET SETTLEMENT FUND**

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

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<sup>26</sup> The CUSIP number for the 4.00% Notes is: EJ8900817.

<sup>27</sup> 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.

<sup>28</sup> 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.

**CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE DELOITTE  
GREECE SETTLEMENT**

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 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.<sup>29</sup>

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<sup>29</sup> 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.

**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.<sup>30</sup>

**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

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<sup>30</sup> 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.

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.<sup>31</sup>

### **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.<sup>32</sup>

13. For call options on Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and:

- (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:

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<sup>31</sup> 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.

<sup>32</sup> To participate in the Partial 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 Partial 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 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 DELOITTE GREECE SETTLEMENT**

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 Deloitte Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The Deloitte Greece Net Settlement Fund 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 Deloitte Greece Net Settlement Fund. 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 Deloitte Greece 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 Amount<sup>33</sup> and (ii) the sum of the Total Sales Proceeds<sup>34,35</sup> and Holding Value (for Aegean Common Stock and Notes only).<sup>36</sup> 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.

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<sup>33</sup> 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.

<sup>34</sup> 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.”

<sup>35</sup> 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.”

<sup>36</sup> 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 (as to Deloitte Greece) 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 (as to Deloitte Greece) and still held as of the close of trading on November 7, 2018.

24. After the initial distribution of the Deloitte Greece Net Settlement Fund, 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 Deloitte Greece Settlement, 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 Deloitte Greece Settlement, 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 Deloitte Greece Net Settlement Fund 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.

28. Payment pursuant to the Deloitte Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the Deloitte Greece Settlement, 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, Deloitte Greece, Deloitte Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Deloitte Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. The Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Deloitte Greece Settlement Fund or the Deloitte Greece Net Settlement Fund; the Deloitte Greece 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 PwC Greece Settlement.

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

26. 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**

<b>Date Range</b>		<b>Common Stock</b>
<b>Start Date</b>	<b>End Date</b>	
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**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>
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**

<b>Date Range</b>		<b>4.00% Note</b>	<b>4.25% Note</b>
<b>Start Date</b>	<b>End Date</b>		
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**

<b>Date</b>	<b>Closing Price/Value</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>	<b>Date</b>	<b>Closing Price/Value</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>
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			

TABLE 5

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

<b>Date</b>	<b>Closing Price/Value</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>	<b>Date</b>	<b>Closing Price/Value</b>	<b>Average Closing Price Between November 7, 2018 and Date Shown</b>
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	\$14.93	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			

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

Dated: \_\_\_\_\_, 2022

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

# Exhibit A-2

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

c/o A.B. Data, Ltd.

P.O. Box 173002

Milwaukee, WI 53217

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

Settlement Website: [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com)

Email: [info@aegeansecuritieslitigation.com](mailto:info@aegeansecuritieslitigation.com)

**PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive a share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund in connection with two Partial 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 \_\_\_\_\_, 2022.**

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 Settlement.

**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.**

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**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)

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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)<sup>1</sup>

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)               |

<sup>1</sup> 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 Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (the "Notice") that accompanies this Claim Form, including the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation set forth in the Notice. The Notice describes the proposed Partial Settlements, how Settlement Class Members are affected by the Partial Settlements and the manner in which the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be distributed if the Partial Settlements and the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are approved by the Court. The 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 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: EJ8900817, 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"); (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 are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in the Notice.

4. If you are not a Settlement Class Member, do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE 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 PwC Greece Released Parties and/or the Deloitte Greece 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 Settlement Class, the Final Judgment with Prejudice Regarding PwC Greece will release, and enjoin the filing or continued prosecution of, the PwC Greece Released Claims against PwC Greece, the Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP and the other PwC Greece Released Parties. And, if you are a Settlement Class Member and do not request exclusion from the Class, the Final Judgment with Prejudice Regarding Deloitte Greece will release, and enjoin the filing or continued prosecution of, the Deloitte Released Claims against Deloitte Greece, the Dismissed Defendants Deloitte Touche Tohmatsu Limited and, Deloitte & Touche LLP, and the other Deloitte Released Parties.

6. You may be eligible to participate in the distribution of the PwC Greece Net Settlement Fund and/or the Deloitte Greece 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 PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Partial Settlements. The distribution of the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be governed by the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation set forth in the Notice, 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 Deloitte Greece 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. To be eligible to receive a distribution under the PwC Greece Plan of Allocation, you must be a Settlement

Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between May 17, 2017 and November 5, 2018.<sup>2</sup>

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 the Partial Settlements, all payments to eligible Authorized Claimants pursuant to the PwC Greece Plan of Allocation and/or the Deloitte Greece 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 PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece 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 Notice, you may contact the Claims Administrator, A.B. Data, Ltd., by email at [info@aegeansecuritieslitigation.com](mailto: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](http://www.aegeansecuritieslitigation.com).

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<sup>2</sup> 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.

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](http://www.aegeansecuritieslitigation.com), or you may email the Claims Administrator's electronic filing department at [info@aegeansecuritieslitigation.com](mailto: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](mailto: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; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”) (CUSIP: EJ8900817); (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”) (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)); 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) 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) 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) 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: EJ8900817) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

**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: EJ8900817)) 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: EJ8900817) 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: EJ8900817) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

**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)) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

**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)) 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)) 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.”

**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

<b>13. HOLDINGS OF CALL OPTION CONTRACTS ON AEGEAN COMMON STOCK –</b> 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.”						<b>IF NONE, CHECK HERE</b> <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				
\$	/ /						
\$	/ /						
<b>14. PURCHASES/ACQUISITIONS OF AEGEAN CALL OPTION CONTRACTS –</b> 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)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
<b>15. SALES OF AEGEAN CALL OPTION CONTRACTS –</b> 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.)						<b>IF NONE, CHECK HERE</b> <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)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
<b>16. ENDING HOLDINGS OF AEGEAN CALL OPTION CONTRACTS –</b> 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.”						<b>IF NONE, CHECK HERE</b> <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

<b>17. HOLDINGS OF PUT OPTION CONTRACTS ON AEGEAN COMMON STOCK –</b> 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.”						<b>IF NONE, CHECK HERE</b> <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>B. SALES (WRITING) OF AEGEAN PUT OPTIONS –</b> 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)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
<b>C. PURCHASES/ACQUISITIONS OF AEGEAN PUT OPTIONS –</b> 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.)						<b>IF NONE, CHECK HERE</b> <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)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
<b>D. ENDING HOLDINGS –</b> 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.)						<b>IF NONE, CHECK HERE</b> <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 PwC Greece Partial Settlement, pursuant to the terms set forth in the PwC Greece 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 with Prejudice Regarding PwC Greece shall have, fully, finally and forever released, relinquished and discharged all PwC Released Claims (as defined in the PwC Greece Stipulation and in the Notice) against PwC Greece, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP and the other PwC Released Parties (as defined in the PwC Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the PwC Released Parties with respect to any such PwC 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 PwC Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the PwC Released Parties.

I (we) hereby acknowledge that, as of the Effective Date of the Deloitte Greece Partial Settlement, pursuant to the terms set forth in the Deloitte Greece 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 with Prejudice Regarding Deloitte Greece shall have, fully, finally and forever released, relinquished and discharged all Deloitte Released Claims (as defined in the Deloitte Greece Stipulation and in the Notice) against Deloitte Greece, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP and the other Deloitte Released Parties (as defined in the Deloitte Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Deloitte Released Parties with respect to any such Deloitte 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 Deloitte Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Deloitte 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 Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the 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 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 Settling Defendants, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP, or the other PwC Released Parties or the Deloitte 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](mailto:info@aegeansecuritieslitigation.com), toll-free at 1-877-888-9760, or visit [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com).

Please DO NOT call the Settling 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 \_\_\_\_\_, 2022, ADDRESSED AS FOLLOWS:**

*In re Aegean Marine Petroleum Network, Inc. Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173002  
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 \_\_\_\_\_, 2022 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 173002  
Milwaukee, WI 53217

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

# Exhibit A-3

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 PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND**

**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 Partial 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: EJ8900817; 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 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, THE PROPOSED PARTIAL SETTLEMENTS, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE PROPOSED PARTIAL SETTLEMENTS SHOULD BE DIRECTED TO LEAD COUNSEL OR THE CLAIMS ADMINISTRATOR, WHOSE CONTACT INFORMATION IS PROVIDED BELOW. ADDITIONAL INFORMATION ABOUT THE PARTIAL SETTLEMENTS IS AVAILABLE ON THE SETTLEMENT WEBSITE: [www.aegeansecuritieslitigation.com](http://www.aegeansecuritieslitigation.com).

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

**YOU ARE ALSO NOTIFIED** that Utah Retirement Systems ("Lead Plaintiff"), on behalf of itself and the proposed Settlement Class, has reached two proposed Partial Settlements (one with PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") for \$14.9 million in cash and one with Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") for \$14.9 million in cash) that will, among other things, resolve all claims

against PwC Greece and Deloitte Greece (the “Settling Defendants”) in the Action (the “Partial Settlements”) if approved.

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 Partial Settlements should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against PwC Greece, final judgment should be entered as to the claims against PwC Greece and the PwC Greece Released Claims should be released as against the PwC Greece Released Parties, as set forth in the PwC Greece Stipulation and Agreement of Partial Settlement; (iii) the proposed PwC Greece Plan of Allocation for distribution of the PwC Greece Settlement Fund 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 “PwC Greece Net Settlement Fund”) should be approved as fair and reasonable; (iv) the Action should be dismissed with prejudice against Deloitte Greece, final judgment should be entered as to the claims against Deloitte Greece and the Deloitte Greece Released Claims should be released as against the Deloitte Greece Released Parties, as set forth in the Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A.; (v) the proposed Deloitte Greece Plan of Allocation for distribution of the Deloitte Greece Settlement Fund 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 “Deloitte Greece Net Settlement Fund”) should be approved as fair and reasonable; (vi) whether Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses should be approved by the Court; and (vii) whether Lead Counsel’s application for the establishment of a Litigation Expense Fund 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 PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund.

**IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED PARTIAL SETTLEMENTS AND YOU MAY BE ENTITLED TO SHARE IN THE PWC GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN MAY 17, 2017 AND NOVEMBER 5, 2018 AND/OR THE DELOITTE GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN FEBRUARY 27, 2014 AND NOVEMBER 5, 2018.** If you have not yet received the printed (a) Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (“Notice”), or (b) the Proof of Claim and Release form (“Claim Form”), you can obtain a copy of those documents on the settlement website [www.aegeansecuritieslitigation.com](http://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 173002  
Milwaukee, WI 53217

Please refer to the settlement website for more detailed information and to review the documents pertaining to the Proposed Partial Settlements. Inquiries may also be made to Lead Counsel:

Nicole Lavallee  
BERMAN TABACCO  
44 Montgomery Street, Suite 650  
San Francisco, CA 94104  
Telephone: (415) 433-3200  
law@bermantabacco.com

The PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any cost and expense reimbursement awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation.

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 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.

Any objections to the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund must be submitted to the Court in accordance with the instructions set forth in the Notice, *received no later than* [TO BE INSERTED], and filed with the Court *no later than* [TO BE INSERTED].

DATED: \_\_\_\_\_

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

# **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 WITH PREJUDICE  
REGARDING DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.**

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement with Deloitte Certified Public Accountants, S.A. and Providing for Notice (“Notice Order”) dated [REDACTED], 2022 (ECF No. XX), on the application of the Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and Defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece”) to determine (i) whether the terms and conditions of the Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A., dated March 24, 2022, (the “Deloitte Greece Stipulation” or the “Deloitte Greece 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 Deloitte Greece (the “Settling Defendant”) 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 the Settling Defendant 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 the Settling Defendant.

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:

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

2. This Court has jurisdiction to enter this Order and Final Judgment with Prejudice Regarding Deloitte Greece. 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”); (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 requested exclusion in accordance with the requirements set by the Court. A copy of the valid exclusions is attached hereto as **Exhibit 1**.

4. With respect to the Settlement Class, this Court finds, solely for the purposes of the Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Settlement. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment with Prejudice Regarding Deloitte Greece.

8. The Court has considered the objection(s) to the Deloitte Greece 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 muted, and is/are hereby overruled.

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

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10. The Court finds and concludes that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the commencement, maintenance, prosecution, defense and settlement of the Action.

11. The Consolidated Class Action Complaint is hereby dismissed on the merits with prejudice as against the Deloitte Greece Released Parties only and without costs except for the payments expressly provided for in the Deloitte Greece Stipulation.

12. Upon the Effective Date of the Deloitte Greece Settlement, and as provided in the Deloitte Greece 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 Deloitte Greece 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 with Prejudice Regarding Deloitte Greece, shall have fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece Released Claims. Claims to enforce the terms of the Deloitte Greece Stipulation are not released.

13. Upon the Effective Date of the Deloitte Greece 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

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Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Deloitte Greece 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, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte & Touche LLP ("Deloitte US") and Deloitte Touche Tohmatsu Limited ("DTTL") with prejudice. (ECF No. 293).

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

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

(a) shall not be offered or received against the Deloitte Greece 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 Deloitte Greece 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

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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 Deloitte Greece Released Parties;

(b) shall not be offered or received against the Deloitte Greece 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 Deloitte Greece Released 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 Deloitte Greece 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 Deloitte Greece 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 Deloitte Greece Stipulation; provided, however, that the Deloitte Greece Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against the Deloitte Greece 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 Deloitte Greece Settlement Fund.

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

19. In the event that the Deloitte Greece Settlement does not become effective in accordance with the terms of the Deloitte Greece Stipulation or in the event that the Deloitte Greece Settlement Fund, or any portion thereof, is returned to Deloitte Greece or any insurer who might pay on their behalf, then this Order and Final Judgment with Prejudice Regarding Deloitte Greece shall be rendered null and void to the extent provided by and in accordance with the Deloitte Greece Stipulation, and shall be vacated to the extent provided by the Deloitte Greece Stipulation and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be

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null and void to the extent provided by and in accordance with the Deloitte Greece Stipulation; (b) the fact of the Deloitte Greece Settlement shall not be admissible in any trial of the Action and the parties to the Deloitte Greece Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action immediately before December 22, 2021; (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 Deloitte Greece 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 Deloitte Greece Stipulation.

20. As a material condition of the Deloitte Greece Settlement, the Court hereby that 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 Deloitte Greece 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 with Prejudice Regarding Deloitte Greece, shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece 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 (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of

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the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte US and DTTL with prejudice. ECF No. 293.

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

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

(a) to the fullest extent permitted by law, all Persons, including without limitation PricewaterhouseCoopers Auditing Company S.A., Dimitris Melisanidis and Spyros Gianniotis, 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 Deloitte Greece 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 Deloitte Greece 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, whether individually or on behalf of a class, against one or more of the Non-Settling Defendants or other Person barred from seeking contribution pursuant to this Deloitte Greece 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 Deloitte Greece Released Parties; and (ii) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to the Deloitte Greece 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 Deloitte Greece Stipulation.

23. There is no just reason for delay in the entry of this Order and Final Judgment with Prejudice Regarding Deloitte Greece 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