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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

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**Aegean Marine Petroleum Network Inc.**

(Name of Issuer)

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**Common Stock**

(Title of Class of Securities)

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**Y0017S102**

(CUSIP Number)

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**Mercuria Asset Holdings (Hong Kong) Limited**  
**Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JLT PH1-A0**  
**Dubai UAE**  
**Attn: Henry Birt or Ghazi Mahmoodzaki S. Abualsaud**  
**Phone: +971 4445 8900**

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

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**August 20, 2018**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

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

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Mercuria Asset Holdings (Hong Kong) Limited	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Hong Kong	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  17,458,038
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  17,458,038
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  17,458,038	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  30.0%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  OO	

**CUSIP No.** Y0017S102

<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Mercuria Energy Group Limited	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cyprus	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  17,458,038
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  17,458,038
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  17,458,038	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  30.0%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  HC	

**SCHEDULE 13D**

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Mercuria Energy Group Holding Ltd.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  17,458,038*
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  17,458,038*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  17,458,038*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  30.0%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  HC	

\*Mercuria Energy Group Holding Ltd. ("MEGH") owns 78.8228% of the capital stock of Mercuria Energy Group Limited ("MEG"), which is 100% of the voting capital stock of MEG. Therefore, MEGH may be deemed to beneficially own the shares.

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  MDJ Oil Trading Limited	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Guernsey	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  17,458,038*
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  17,458,038*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  17,458,038*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  30.0%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  HC	

\*Pursuant to the Memorandum of Association of Mercuria Energy Group Holding Ltd. ("MEGH"), MDJ has the right to appoint a majority of the directors to the board of directors of MEGH. Accordingly, MDJ may be deemed to beneficially own the shares which Mercuria Asset Holdings (Hong Kong) Limited ("Mercuria HK") directly beneficially owns. Notwithstanding MDJ's right to appoint a majority of the directors, certain actions of MEGH require the approval of 75% or 90% of the members, respectively, and therefore MDJ does not control all corporate actions of MEGH. As such, MDJ expressly disclaims beneficial ownership of such shares.

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  MDJ Partnership	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Guemsey	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  17,458,038*
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  17,458,038*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  17,458,038*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  30.0%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

\*MDJ Partnership may be deemed to beneficially own these shares as the 100% owner of the capital stock of MDJ Oil Trading Limited ("MDJ"). MDJ Partnership hereby expressly disclaims beneficial ownership of such shares.

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Marco Dunand	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER  7,735,657*
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER  7,735,657*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  7,735,657*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  13.3%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  IN	

\*Marco Dunand may be deemed to beneficially own these shares as the holder of 44.31% of the partnership interests in the capital stock of Mercuria Energy Group Holding Ltd. owned by MDJ Oil Trading Ltd. Marco Dunand hereby expressly disclaims beneficial ownership of such shares.

<b>CUSIP No.</b>	<b>Y0017S102</b>
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<b>1</b>	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  Daniel Jaeggi	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*  (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E)  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER
	<b>8</b>	SHARED VOTING POWER 6,885,450*
	<b>9</b>	SOLE DISPOSITIVE POWER
	<b>10</b>	SHARED DISPOSITIVE POWER 6,885,450*
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,885,450*	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.8%	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  IN	

\*Daniel Jaeggi may be deemed to beneficially own these shares as the holder of 39.44% of the partnership interests in the capital stock of Mercuria Energy Group Holding Ltd. owned by MDJ Oil Trading Ltd. Daniel Jaeggi hereby expressly disclaims beneficial ownership of such shares.



**Item 1. Security and Issuer**

This statement on Schedule 13D relates to the common stock, par value \$0.01 per share (“Common Stock”), of Aegean Marine Petroleum Network, Inc., a Republic of the Marshall Islands corporation (the “Issuer”). The address of the principal executive office of the Issuer is 10 Akti Kondili, 18545 Piraeus, Greece.

**Item 2. Identity and Background**

This Schedule 13D is filed jointly, pursuant to a joint filing agreement attached hereto as Exhibit 1, by the persons below (each, a “Reporting Person”, and collectively, the “Reporting Persons”):

**(a)-(c); (f)**

1. Mercuria Asset Holdings (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability (“Mercuria HK”). Mercuria HK’s principal business address is Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates. Mercuria HK’s principal business is to hold equity participations, subsidiaries and assets as an intermediate holding company.
  2. Mercuria Energy Group Limited, a company incorporated in Cyprus with limited liability (“MEG”). MEG’s principal business address is Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates. MEG’s principal business is to hold and manage equity participations, subsidiaries and assets as ultimate parent and operational holding of the Mercuria group of companies.
  3. Mercuria Energy Group Holding Ltd, a British Virgin Islands company (“MEGH” and collectively with Mercuria HK and MEG, “Mercuria”). MEGH’s principal business address is Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates. MEGH’s principal business is to hold equity participations, principally in MEG.
  4. MDJ Oil Trading Limited, a company incorporated in Guernsey with registered number 36948 and whose registered office is at 1 Le Marchant Street, St. Peter Port, GY1 4HP, Guernsey (“MDJ”). MDJ’s principal business address is PO Box 24, 19/21 Smith Street, St. Peter Port, GY1 3 AW Guernsey. MDJ’s primary business is to hold and manage equity participations, subsidiaries and assets for MDJ Partnership.
  5. MDJ Partnership, a Guernsey partnership not formally registered (“MDJ Partnership”). MDJ Partnership’s principal business address is PO Box 24, 19/21 Smith Street, St. Peter Port, GY1 3 AW Guernsey. MDJ Partnership’s principal business is to hold equity participations, subsidiaries and assets for its partners.
  6. Marco Dunand is the Chief Executive Officer of MEG. Mr. Dunand’s address is c/o Mercuria Energy Trading S.A., 50 rue du Rhône, 1204 Geneva, Switzerland.
  7. Daniel Jaeggi is the President of MEG. Mr. Jaeggi’s address is c/o Mercuria Energy Trading S.A., 50 rue du Rhône, 1204 Geneva, Switzerland.
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Set forth in the attached Annex A is a listing of the directors and executive officers of each Reporting Person, as applicable (collectively, the “Covered Persons”), and is incorporated herein by reference.

**(d)-(e) Criminal or Civil Proceedings Against Reporting Persons in the Past 5 Years**

During the last five years, none of the Reporting Persons, or to the best of their knowledge, any Covered Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Considerations**

The shares of Common Stock were issued by the Issuer to Mercuria HK as consideration for a transaction pursuant to which MEG and its affiliates agreed to restructure the Issuer’s (and/or certain of its subsidiaries’) current debt facilities by extending certain loans and other credit facilities to the Issuer and certain of its subsidiaries, as described in Item 4. Neither MEG nor Mercuria HK paid the Issuer any cash or additional consideration in connection with its acquisition of the Common Stock.

**Item 4. Purpose of Transaction**

*MOU*

On July 4, 2018 the Issuer and MEG entered into an Exclusivity Letter (the “MOU”) pursuant to which the issuer granted MEG the exclusive right to pursue a strategic partnership with the Issuer whereby MEG would provide the Issuer with a US\$1 billion trade finance facility (or the restructuring of existing trade finance facilities) intended to support the Issuer’s existing U.S. and global businesses and, in conjunction therewith, provide increased liquidity to the Issuer of not less than US\$30 million for the purpose of adding flexibility to the Issuer’s operations. In connection with the restructuring of the trade finance facilities, the Issuer would issue new shares equal to 30% of its issued and outstanding Common Stock (on a pro-forma basis) to Mercuria HK pursuant to an Investment Agreement and invite a representative of MEG to join the Issuer’s Board of Directors (the “Board”). Pursuant to the terms of the MOU, MEG has the exclusive right to pursue trade financing, hedging facility and equity participation transactions with the Issuer until January 31, 2019, subject to specified exceptions and termination events.

*Debt Restructuring*

As contemplated by the MOU and as previously disclosed by the Issuer in its Current Report on Form 6-K, dated August 15, 2018: (i) effective as of July 30, 2018, definitive documents were entered into pursuant to which an affiliate of MEG acquired the rights and interests of the lenders under Issuer’s global borrowing base thereby becoming the sole lender thereunder; (ii) effective as of August 2, 2018, certain terms and conditions of the global borrowing base were waived or modified pursuant to a letter agreement among the borrowers thereunder, Aegean Marine, the lender and ABN AMRO Bank N.V., as the facility agent and the collateral agent; (iii) effective as of August 13, 2018 definitive documents were entered into pursuant to which an affiliate of MEG acquired the rights and interests of the lenders under Issuer’s U.S. borrowing base thereby becoming the sole lender thereunder; and (iv) effective as of August 15, 2018, certain terms and conditions were waived or modified pursuant to a letter agreement among the borrower, the lender and ABN AMRO Capital USA LLC, administrative agent.

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### *Investment Agreement*

On August 19, 2018, the Issuer entered into an Investment Agreement (the “Investment Agreement”) with Mercuria HK, pursuant to which the Issuer issued new shares equal to 30% of the Issuer’s issued and outstanding Common Stock (on a pro-forma basis) to Mercuria HK. The shares of Common Stock were issued by the Issuer to Mercuria HK as consideration for a transaction pursuant to which MEG and its affiliates agreed to the restructuring of the Issuer’s (and/or certain of its subsidiaries’) credit facilities, as described above. Neither MEG nor Mercuria HK paid the Issuer any cash or additional consideration in connection with its acquisition of the Common Stock.

### *Investor Rights Agreement*

On August 21, 2018, the Issuer entered into an Investor Rights Agreement (the “Investor Rights Agreement”) with Mercuria HK, pursuant to which, among other things: (i) Mercuria HK is entitled to nominate one individual to the Board; (ii) Mercuria HK agreed to vote its shares of common stock of the Issuer as directed by the Board with respect to the election of directors and other matters that are considered “routine” under the New York Stock Exchange Rule 452 pursuant to which a broker may vote shares on behalf of its clients without specific voting instructions from its clients; (iii) the Issuer agreed to prepare and file with the Securities and Exchange Commission a registration statement with respect to the Registrable Securities (as defined in the Investor Rights Agreement) within thirty (60) days of becoming eligible to file such registration statement and provided Mercuria HK and its permitted transferees the right to make no more than four (4) demands for registrations of the Registrable Securities beneficially owned by Mercuria HK; (iv) the Issuer agreed to provide Mercuria HK with preemptive rights with respect to any sales or issuances of the Issuer’s common stock; (v) Mercuria HK agreed not to acquire any securities of the Issuer or its subsidiaries such that Mercuria HK, together with its affiliates, would beneficially own more than 49% of the outstanding Common Stock, unless such acquisition occurs pursuant to the terms of an offer made by Mercuria HK to all holders of such class; and (vi) the Issuer and Mercuria HK agreed that neither party shall not, directly or indirectly publicly make any disparaging statement about the other party or its subsidiaries.

### *Strategic Transaction*

Representatives of the Reporting Persons have from time to time engaged in discussions with members of management and the Board regarding strategy, strategic transactions, financing, operating performance and corporate expenses. Pursuant to the MOU, representatives of the Reporting Persons intend to continue these discussions with members of the Issuer’s management and the Board while also discussing a range of potential strategic transactions between the Issuer and Mercuria, including a potential acquisition by Mercuria of all or substantially all of the Issuer (whether by merger, tender offer or otherwise) that could result in the de-listing or deregistration of the Common Stock. Mercuria currently expects to conduct a further due diligence investigation of the Company in connection with its evaluation of such a potential strategic transaction. Additionally, from time to time, representatives of the Reporting Persons may engage in discussions with other current or prospective shareholders, industry analysts, existing or potential strategic partners, acquirers or competitors, investment professionals, financing sources and other third parties and conduct comprehensive due diligence on the Issuer, regarding the foregoing and a broad range of matters relating to the Issuer, including, without limitation, the Issuer’s business, operations, management, organizational documents, ownership, capital or corporate structure, dividend policy, corporate governance (including changes to the Issuer’s certificate of incorporation and/or bylaws), Board composition, management and Board incentive programs, and strategic alternatives, including the acquisition of additional Common Stock or the disposition of Common Stock held by Mercuria HK, and extraordinary corporate transactions, such as a reorganization or other sales or acquisitions of assets or businesses. Although the Issuer has granted MEG the exclusive right to pursue trade financing, hedging facility and equity participation transactions with the Issuer until January 31, 2019, subject to specified exceptions and termination events, neither the Issuer nor MEG (or any of its affiliates) is obligated to enter into or consummate any such transactions, which are subject to the negotiation and execution of definitive documentation. There can be no assurance that all or any portion of the strategic transactions described in this paragraph will be completed.

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*General*

The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors, including, without limitation, the outcome of any discussions referenced above, the Issuer's financial position, results and strategic direction, actions taken by the Issuer's management and the Board, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation, acquiring additional Common Stock and/or other equity, debt, notes, instruments or other securities of the Issuer (collectively, "Securities") or disposing of some or all of the Securities beneficially owned by them, in the public market or in privately negotiated transactions, entering into financial instruments or other agreements that increase or decrease the Reporting Persons' economic exposure with respect to their investment in the Issuer without affecting their beneficial ownership of shares of Common Stock, proposing or considering one or more of the actions described in subsections (a) through (j) of Item 4 of Schedule 13D, and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D.

The Reporting Persons and the Issuer do not intend to disclose developments with respect to the foregoing unless and until the Board and MEG (and/or certain of its affiliates) have approved a specific transaction, if any, and have then entered into a definitive agreement to effect such transaction, except as may otherwise be required by applicable law.

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

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 58,193,460 shares of Common Stock outstanding as of Monday, August 20, 2018.<sup>1</sup>

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<sup>1</sup> Prior to the issuance of the Common Stock by the Issuer to Mercuria HK, outstanding shares of Common Stock as of Friday, August 17, 2018 was 40,735,422 shares.

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<b>Reporting Person</b>	<b>Amount beneficially owned</b>	<b>Percent of class</b>	<b>Sole Power to vote or direct the vote</b>	<b>Shared Power to vote or direct the vote</b>	<b>Sole power to dispose or to direct the disposition</b>	<b>Shared power to dispose or to direct the disposition</b>
Mercuria Asset Holdings (Hong Kong) Limited	17,458,038	30.0%	0	17,458,038	0	17,458,038
Mercuria Energy Group Limited	17,458,038	30.0%	0	17,458,038	0	17,458,038
Mercuria Energy Group Holding Ltd.	17,458,038	30.0%	0	17,458,038	0	17,458,038
MDJ Oil Trading Limited	17,458,038	30.0%	0	17,458,038	0	17,458,038
MDJ Partnership	17,458,038	30.0%	0	17,458,038	0	17,458,038
Marco Dunand	7,735,657	13.3%	0	7,735,657	0	7,735,657
Daniel Jaeggi	6,885,450	11.8%	0	6,885,450	0	6,885,450

Mercuria HK is a direct wholly-owned subsidiary of MEG, which owns all the capital stock of Mercuria HK. MEG is a direct subsidiary of MEGH, which directly owns all of the voting capital stock of MEG (owning 79.8228% of the capital stock of MEG). MDJ owns 41.07% of the capital stock of MEGH. Pursuant to the Memorandum of Association of MEGH, MDJ has the right to appoint a majority of the directors to the board of directors of MEGH. Accordingly, MDJ may be deemed to beneficially own the shares which Mercuria HK directly beneficially owns. Notwithstanding MDJ's right to appoint a majority of the directors, certain actions of MEGH require the approval of 75% or 90% of the members, respectively, and therefore MDJ does not control all corporate actions of MEGH. As such, MDJ expressly disclaims beneficial ownership of such shares. MDJ Partnership owns 100% of MDJ. Marco Dunand and Daniel Jaeggi own 44.31% and 39.44% of MDJ Partnership's interest in the capital stock of MEGH, respectively, and therefore may be deemed to beneficially own 13.3% and 11.8% of the shares of the Issuer, respectively. Each of Marco Dunand and Daniel Jaeggi expressly disclaim beneficial ownership of such shares.

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

Item 4 above summarizes certain provisions of the MOU, Investment Agreement and Investor Rights Agreement, which are incorporated herein by reference. A copy of each of these agreements is attached as an exhibit to this Schedule 13D, and each is incorporated herein by reference.

Except as set forth herein, to the best of such Reporting Person's knowledge, there are no contracts, arrangements, understandings or relationships (legal or otherwise) with respect to the Common Stock and aforementioned parties, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities, that require reporting.

**Item 7. Material to Be Filed as Exhibits**

**Exhibit 1:** A written agreement relating to the filing of the joint acquisition statement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

**Exhibit 2:** Exclusivity Letter (MOU), by and between the Company and MEG, dated as of July 4, 2018.

**Exhibit 3:** The Investment Agreement by and between the Company and Mercuria HK, dated as of August 19, 2018.

**Exhibit 4:** The Investor Rights Agreement by and between the Company and Mercuria HK, dated as of August 21, 2018 (incorporated by reference to Exhibit 4.1 to the Issuer's Current Report on Form 6-K filed on August 21, 2018).

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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Schedule 13D is true, complete and correct.

Dated as of August 31, 2018.

MERCURIA ASSET HOLDINGS (HONG KONG) LIMITED

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

MERCURIA ENERGY GROUP LIMITED

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

MERCURIA ENERGY GROUP HOLDING LTD.

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

MDJ OIL TRADING LIMITED

By: /s/ Patrick Burki  
Name: Patrick Burki  
Title: Director

MDJ PARTNERSHIP

By: /s/ Marco Dunand  
Name: Marco Dunand  
Title: Partner

By: /s/ Marco Dunand  
Name: Marco Dunand

By: /s/ Daniel Jaeggi  
Name: Daniel Jaeggi

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ANNEX A

Mercuria Asset Holdings (Hong Kong) Limited

The name, citizenship and principal occupation of each of the directors and executive officers of Mercuria Asset Holdings (Hong Kong) Limited (“Mercuria HK”) are listed below.

<u>Name</u>	<u>Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>
Henry Charles Birt	United Kingdom	Director of Mercuria HK, MEG, and MEGH, and Group Head of Audit & Internal Control of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Nikolay Valchinkovski	Bulgaria	Director of Mercuria HK and Director Treasury and Banking Governance of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Ghazi Mahmoodzaki Abdualsaud	Saudi Arabia	Director of Mercuria HK	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates

Mercuria Energy Group Limited

Mercuria Energy Group Limited (“MEG”) is managed by a board of directors. The name, citizenship and principal occupation of each of the directors, alternate directors and executive officers of Mercuria Energy Group Limited are listed below:

<u>Name</u>	<u>Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>
Henry Charles Birt	United Kingdom	Director of Mercuria HK, MEG and MEGH, and Group Head of Audit & Internal Control of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Nikolay Valchinkovski	Bulgaria	Director of Mercuria HK and Director Treasury and Banking Governance of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Marcin Czernik	Poland	Director of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Wang Dazhuang	China	Director of MEG and MEGH	1-5-2, A Shanling Lane, Qishan Middle Road, Huanggu District, Shenyang City, People’s Republic of China
Marco Dunand	Switzerland	Director of MEG and MEGH, Group Chief Executive Officer of MEG, Partner of MDJ Partnership	50 Rue du Rhône, 1204 Geneva, Switzerland
Jin Han	United Kingdom	Director of MEG and MEGH, and Group Head of Asia of MEG	12 Marina View, #26-01, Asia Square Tower 2, Singapore 018961
Magid Nabil Shenouda	United Kingdom	Director of MEG and MEGH, Global Head of Trading of MEG, and Partner MDJ Partnership	50 Rue du Rhône, 1204 Geneva, Switzerland
Guillaume Jean Roger Vermersch	France	Director of MEG and MEGH, and Group Chief Financial Officer of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
George Hadjimichael	Cyprus	Director of MEG and MEGH	Simou Menardou 8, Ria Court 8, Office 402, Lamaca 6015, Cyprus
Francois Somay	France	Alternate Director and Assistant Secretary of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
Daniel Jaeggi	Switzerland	Alternate Director and Group President of MEG, and Partner of MDJ Partnership	50 Rue du Rhône, 1204 Geneva, Switzerland
Hong Zhu	United Kingdom	Alternate Director and Deputy Head of Asia of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
Gabriel Petrou	Cyprus	Alternate Director of MEG	Simou Menardou 8, Ria Court 8, Office 402, Lamaca 6015, Cyprus



Mercuria Energy Group Holding Ltd.

Mercuria Energy Group Holding Ltd. ("MEGH") is managed by a board of directors. The name, citizenship and principal occupation of each of the directors and executive officers of Mercuria Energy Group Holding Ltd. are listed below:

<u>Name</u>	<u>Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>
Henry Birt	Switzerland	Director of Mercuria HK, MEG, and MEGH, and Group Head of Audit & Internal Control of MEG	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Nikolay Valchinkovski	Bulgaria	Director of Mercuria HK and Director Treasury and Banking Governance of MEG and MEGH	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Marcin Czernik	Poland	Director of MEGH	Podchorazych 83, 00-722 Warsaw, Poland
Marco Dunand	Switzerland	Director of MEG and MEGH, Group Chief Executive Officer of MEG, Partner of MDJ Partnership	50 Rue du Rhône, 1204 Geneva, Switzerland
Jin Han	United Kingdom	Director of MEG and MEGH, and Group Head of Asia of MEG	12 Marina View, #26-01, Asia Square Tower 2, Singapore 018961
Magid Nabil Shenouda	United Kingdom	Director of MEG and MEGH, Global Head of Trading of MEG, and Partner MDJ Partnership	50 Rue du Rhône, 1204 Geneva, Switzerland
Guillaume Jean Roger Vermersch	France	Director of MEG and MEGH, and Group Chief Financial Officer, MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
George Hadjimichael	Cyprus	Director of MEG and MEGH	Simou Menardou 8, Ria Court 8, Office 402, Lamaca 6015, Cyprus
Wang Dazhaung	China	Director of MEG and MEGH	1-5-2, A Shanling Lane, Qishan Middle Road, Huanggu District, Shenyang City, People's Republic of China
Konstantina Kottorou	Greece	Secretary of MEGH	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates

MDJ Oil Trading Limited

MDJ Oil Trading Limited (“MDJ”) is managed by a board of directors. The name and principal occupation of each of the directors and executive officers of MDJ Oil Trading Limited are listed below:

<u>Name</u>	<u>Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>
Andrea Pulcini	Italy	Director of MDJ	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates
Patrick Burki	Switzerland	Director of MDJ	Jumeirah Lake Towers Unit n° Almas 63-a-1 Almas Tower - Plot n° JTL-PH1-A0 - Dubai, United Arab Emirates

MDJ Partnership

MDJ Partnership (“MDJ Partnership”) is managed by the partners. The name and principal occupation of each of the partners and executive officers of MDJ Partnership are listed below:

<u>Name</u>	<u>Citizenship</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>
Marco Dunand	Switzerland	Partner of MDJ Partnership, Director of MEG and MEGH, and Group Chief Executive Officer of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
Daniel Jaeggi	Switzerland	Partner of MDJ Partnership, Alternate Director of MEG, and Group President of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland
Magid Shenouda	United Kingdom	Partner of MDJ Partnership, Director of MEG and MEGH, and Global Head of Trading of MEG	50 Rue du Rhône, 1204 Geneva, Switzerland

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JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing of this Statement on Schedule 13D including any amendments thereto. This Joint Filing Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated as of August 31, 2018.

MERCURIA ASSET HOLDINGS (HONG KONG) LIMITED

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

MERCURIA ENERGY GROUP LIMITED

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

MERCURIA ENERGY GROUP HOLDING LTD.

By: /s/ Henry Birt  
Name: Henry Birt  
Title: Director

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MDJ OIL TRADING LIMITED

By: /s/ Patrick Burki  
Name: Patrick Burki  
Title: Director

MDJ PARTNERSHIP

By: /s/ Marco Dunand  
Name: Marco Dunand  
Title: Partner

By: /s/ Marco Dunand  
Name: Marco Dunand

By: /s/ Daniel Jaeggi  
Name: Daniel Jaeggi

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MOU

July 4, 2018

Mercuria Energy Group Limited  
Simou Menardou 8  
Ria Court 8 - Office 302  
6015 Lamaca  
Cyprus

RE: Exclusivity Letter between Aegean Marine Petroleum Network, Inc. ("Aegean") and Mercuria Energy Group Limited ("MEG")

Dear Mr. Magid Shenouda:

Pursuant to that certain Confidentiality Agreement dated 13 June 2018 (as amended, modified or supplemented from time to time, the "NDA"), Aegean Marine Petroleum Network, Inc. ("Aegean") and Mercuria Energy Trading S.A. ("METSA") entered into discussions relating to a potential transaction involving Aegean and/or one or more of its subsidiaries.

Based on preliminary discussions, Aegean and MEG, the indirect parent company of METSA, have agreed to enter into this letter agreement pursuant to which, for the period set out herein and subject to the terms and conditions of this letter agreement, Aegean has agreed to grant to MEG and its Affiliates (including METSA) ("Mercuria") an exclusive right to pursue the Transaction (as defined in the attached Term Sheet).

For purposes of this letter agreement: (a) this letter agreement is hereinafter referred to as the "Exclusivity Letter"; (b) Aegean and MEG are hereinafter collectively referred to as the "Parties" or individually as a "Party"; and (c) the Parties, together with any one or more of their respective affiliates or subsidiaries who are to be parties to the Transaction shall be referred to as the "Transaction Parties".

In accordance with the foregoing, the Parties hereby agree as follows:

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1. Definitions. Unless otherwise expressly defined in this Exclusivity Letter, all capitalized terms shall have the meaning set forth in the Term Sheet.
  2. Exclusivity Period. For the period running from and including the date of this Exclusivity Letter through and including January 31, 2019 (the "Exclusivity Period"), Aegean, for itself and on behalf of its Affiliates (other than any Excluded Person), hereby grants to Mercuria an exclusive right to pursue the Transaction in respect of trade financing facilities and/or hedging facilities and/or any form of equity participation under and in accordance with the general terms and conditions set out in the non-binding indicative term sheet attached to this Agreement of Exclusivity as Schedule 1 (the "Term Sheet").
  3. Restrictions and Exceptions.
    - (a) Aegean agrees that during the Exclusivity Period, neither Aegean nor any one or more of its Affiliates shall and Aegean shall cause its (and those of its Affiliates') officers, directors, employees, agents, advisors and other representatives (collectively, the "Aegean Parties") not to: (i) solicit, facilitate, propose, request, encourage or initiate any inquiry, proposal or offer from any Person to provide any form of trade financing and/or hedging facility and/or equity participation to Aegean or any one or more of its subsidiaries and Controlled Affiliates (each a "Competing Financing Proposal"); (ii) encourage, continue or participate in any or otherwise entertain any discussions or negotiations with (or provide any proprietary or confidential information of or about any one or more of Aegean or its subsidiaries and controlled affiliates) to any Person in connection with a Competing Financing Proposal; or (iii) enter into any letter of intent, agreement in principle, memorandum of understanding, term sheet or any other agreement or arrangement, whether oral or in writing, relating to or accept from any Person a commitment letter, binding term sheet or any other similar document relative to any Competing Financing Proposal.
    - (b) Notwithstanding the provisions of Section 3(a) to the contrary, in no event shall the restrictions set out in Section 3(a) apply during the Exclusivity Period in respect of Aegean's or those of its subsidiaries and Controlled Affiliates' (i) Lenders or Secured Parties (inclusive of the Administrative Agent and Collateral Agent) under the Borrowing Base (together with their respective Affiliates provided that such Affiliates are (A) not direct competitors of Mercuria ("Mercuria Competitors"), and (B) engaged in the primary business of providing loans or other financings to Persons similarly situated to Aegean and its subsidiaries and Controlled Affiliates; (ii) holders of convertible bonds of Aegean (other than Mercuria Competitors); (iii) direct and indirect holders of common stock of Aegean (other than Mercuria Competitors), (iv) Person providing an equity refinancing of the convertible bonds coming due in 2018 and/or 2021 (so long as Mercuria is given a right of first refusal to provide such equity refinancing); and (v) any Person who may provide debtor-in-possession financing (other than Mercuria Competitors) (collectively, the "Excluded Persons").
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4. Termination of Exclusivity/Break Fee.

(a) The termination of the exclusivity granted to Mercuria hereunder shall occur on the earlier of (i) the expiration of the Exclusivity Period; (ii) on August 15, 2018 if the Closing Date in respect of the Trade Finance Facility has not occurred, unless the Parties have otherwise agreed to the contrary; (iii) the date upon which Mercuria receives written notice from Aegean indicating (A) it no longer intends to pursue the Transaction as set out in the Term Sheet, such notice being received by Mercuria on or prior to 5:00 pm Eastern Standard Time on August 15, 2018, (B) it has accepted a Competing Financing Proposal from another Person, such notice being received by Mercuria prior to the 5:00 pm Eastern Standard Time on January 31, 2019, or (C) it intends to terminate the Exclusivity Period prior the its expiration (notice under clauses (A), (B) or (C) being the "Exclusivity Termination Notice") and Aegean has complied with the provisions of Section 4(b) below and (iv) the date upon which Mercuria, after receiving a written request from Aegean that Mercuria reaffirms its commitment to pursuing the Transaction as set out in the Term Sheet, notifies Aegean in writing that Mercuria no longer intends to pursue the Transaction (it being agreed that Mercuria shall deliver such notice promptly, and in any event, within five business days following receipt of a written request from Aegean; it being further agreed that if Mercuria fails to deliver such notice within five business days, Mercuria shall be deemed to have notified Aegean that Mercuria no longer intends to pursue the Transaction). The date upon which the termination of the Exclusivity Period occurs shall be the "Termination Date".

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(b) If at any time during the Exclusivity Period, Aegean or any one or more of its subsidiaries or Controlled Affiliates shall have breached the terms of the exclusivity granted to Mercuria under Section 3(a) hereof or Aegean has delivered an Exclusivity Termination Notice to Mercuria (the "Exclusivity Termination Date"), Aegean shall pay to Mercuria the sum of Ten Million United States Dollars (\$10,000,000.00) minus the aggregate amount of Service Fees actually paid by Aegean to Mercuria from the date of this Exclusivity Letter until the Exclusivity Termination Date (the "Break Fee") as compensation for its breach or early termination of the Exclusivity Period. The Break Fee shall be payable together with any other fees, costs and expenses which are then owed by Aegean and any of its subsidiaries or Controlled Affiliates (in accordance with the Term Sheet or which may otherwise be then owing under the Definitive Documents). The Break Fee and all other fees, costs and expenses payable to Mercuria shall be paid by wire transfer of immediately available funds to an account designated by Mercuria and, if payable in relation to a Termination Date resulting from and event set out in an Exclusivity Termination Notice, paid concurrent with the delivery to Mercuria of such Exclusivity Termination Notice.

5. Support Services.

(a) During the Exclusivity Period and as further consideration for the grant to Mercuria of the exclusivity set out in this Exclusivity Letter, Mercuria, itself, or through any one or more of its Affiliates, may provide the following commercial support and assistance to Aegean and its Affiliates:

(i) direct credit support of supplier and/or customer contracts with Aegean or any one or more of its Affiliates (including providing (or facilitating the provision of) letters of credit to such suppliers or acting as the direct counterparty to Aegean's or its Affiliates' customers);

(ii) issue customary comfort letters to supplies and customers of Aegean or those of Aegean's Affiliates;

(iii) directly source approved commodities on behalf of Aegean or its Affiliates; and

(iv) issue credit support to third parties for port to port cargo movements,

the foregoing being referred to as the "Support Services".

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(b) The Support Services will be provided on a case-by-case basis and Aegean acknowledges that Mercuria has no obligation to provide any one of the Support Services to the extent the provision of any such Support Services is inconsistent with or otherwise contrary to the manner in which similar support to the Support Services is undertaken by Mercuria in the operation of its own business transactions or violates any laws, rules or regulations of any Governmental Authority or any agreement, document or other instrument in place between Mercuria and any other Person. All transactions undertaken by Mercuria in providing the Support Services (each a "Support Services Transaction") shall be properly documented between Aegean (or its applicable Affiliate), Mercuria and, as applicable, any third party to or for whose benefit the Support Service and resulting Support Services Transaction is being provided. Each of the suppliers, customers or other third parties who are party to or otherwise benefit from a Support Services Transaction shall be subject to all internal reviews and approvals required by Mercuria as part of its standard business operations, including, but not limited to, know your customer anti-money laundering, and credit review. Under no circumstances shall Mercuria be required to enter into any Support Services Transaction to the extent the terms and conditions of any such Support Services Transaction are inconsistent with or otherwise contrary to the terms and conditions of similar transactions to the Support Services Transactions undertaken by Mercuria in the operation of its own business transactions or violates any laws, rules or regulations of any Governmental Authority or any agreement, document or other instrument in place between Mercuria and any other Person. Under no circumstances shall a failure by Mercuria to provide a Support Service or to enter into a Support Services Transaction be a breach of this Exclusivity Letter, grounds for a termination of the exclusivity granted hereunder by Aegean or grounds for any claim of such by Aegean, its subsidiaries or Controlled Affiliates or, to the extent applicable, any Excluded Persons (it being recognized that no Excluded Persons are intended to be third party beneficiaries of this Exclusivity Letter).

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6. Approvals. Aegean represents it has obtained any and all approvals required for it to enter into this Exclusivity Letter and to undertake the negotiation of the Transaction (generally on the terms and conditions set out in the Term Sheet). To the extent any such approvals are required by any Governmental Authority having jurisdiction over any one or more of the Aegean Entities (including any quasi-regulatory agency or stock exchange), to enter into this Exclusivity Letter Aegean has also obtained all such approvals prior to the date hereof. If this Exclusivity Letter, any portion hereof (even on a redacted or partially redacted basis), information regarding this Exclusivity Letter or other disclosures are required to be made to any stock exchange pursuant to its rules and regulations or to any of the shareholders of or other investors in Aegean (or any of its Affiliates) (all of the foregoing, the “Required Disclosure”), to the extent permitted by applicable law or regulation, Aegean shall provide MEG prompt written notice of such request or requirement and provide MEG a copy of the Required Disclosure for its review in advance of such disclosure. .
  7. Notice of Competing Financing Proposal. Aegean shall promptly inform MEG in writing of any Competing Financing Proposal (whether such proposal is written or oral) received by any one of Aegean or any of its subsidiaries during the Exclusivity Period, subject to confidentiality restrictions, including a summary of the material terms thereof and the identity of the Person or Persons making any such Competing Financing Proposal.
  8. Confidentiality. This Exclusivity Letter shall be deemed to be Confidential Information (as defined in the NDA) of both of the Parties and, as such, each of the Parties shall, and shall cause their respective Affiliates to, keep the contents and existence of this Exclusivity Letter strictly confidential. Notwithstanding the immediately preceding sentence to the contrary but subject to the terms of Section 6, disclosure of this Exclusivity Letter shall be governed by the provisions of Sections 2 and 3 of the NDA; provided however it is agreed that Aegean may disclose the terms set forth in the Exclusivity Letter (including the attached Term Sheet) (i) pursuant to a press release and form 6-K filing so long as Mercuria has an opportunity to review and approve (such approval not to be unreasonably withheld, delayed, denied or conditioned) such disclosure and (ii) to the lenders (and their advisors) under the Borrowing Base in connection Transaction.
  9. Specific Performance. It is hereby acknowledged and agreed that irreparable damage would occur in the event that any of the provisions of this Exclusivity Letter were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties may be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Exclusivity Letter and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled at law or equity. In addition, any Party seeking injunctive or other equitable relief to enforce this Exclusivity Letter shall not be required to post any bond or other security in connection with the request for or award of such equitable relief. The rights, obligations and remedies created by this Exclusivity Letter are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Nothing herein will be considered an election of remedies.
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10. Miscellaneous.

- (a) *Expense Reimbursement.* In the event of a breach of this Exclusivity Letter by Aegean, whether or not the Transaction (or any other transaction between the Transaction Parties) is consummated, and in addition to any other rights and remedies that Mercuria may have at law or in equity (including its receipt of the Break Fee), Aegean shall pay, promptly following written demand, by wire transfer of immediately available funds, all reasonable and documented out-of-pocket fees and expenses (in the case of legal counsel, limited to all reasonable and documented fees and expenses of one counsel) incurred by Mercuria or on their behalf in connection with the Transaction, including reasonable and documented due diligence expenses and the expenses incurred in the preparation, review, revision, and negotiation of the Definitive Documents.
  - (b) *Governing Law.* This Exclusivity Letter shall be governed by the laws of the State of New York, without regard to the conflicts of law principles that would result in the application of any law other than the laws of the State of New York.
  - (c) *Counterparts.* This Exclusivity Letter may be executed by facsimile or .pdf and in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each Party agrees to be bound by its facsimile or .pdf signature.
  - (d) *Severability.* If any provision of this Exclusivity Letter or the application of any such provision to any person or circumstance shall be declared by any court of competent jurisdiction to be invalid, illegal, void or unenforceable in any respect, all other provisions of this Exclusivity Letter, or the application of such provision to persons or circumstances other than those as to which it has been held invalid, illegal, void or unenforceable, shall nevertheless remain in full force and effect and will in no way be affected, impaired or invalidated thereby. Upon such determination that any provision, or the application of any such provision, is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify this Exclusivity Letter so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.
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- (e) *Entire Agreement.* This Exclusivity Letter constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements related thereto.
- (f) *Assignment.* This Exclusivity Letter shall not be assignable without the prior written consent of the non-assigning Party.
- (g) *Section Headings.* The section headings contained in this Exclusivity Letter are for reference purposes only and shall not be deemed a part of this Exclusivity Letter or affect in any way the meaning or interpretation of this Exclusivity Letter.
- (h) *Amendments.* This Exclusivity Letter may be amended only by an instrument in writing executed by the Parties.
- (i) *Third Party Beneficiaries.* Controlled affiliates, shareholders and/or bondholders of Aegean are not third-party beneficiaries of this Exclusivity Letter and are not entitled to enforce this Exclusivity Letter; provided, however, that each direct and indirect subsidiary of Aegean shall be a third-party beneficiary

If you are in agreement with the terms and conditions of this Exclusivity Letter, please indicate so by having an authorized representative of MEG sign an original of this Exclusivity Letter where indicated below and have such original or a .pdf of such original returned to the undersigned. If, however, you disagree with any of the terms and conditions set out herein, please contact the undersigned immediately.

*[Remainder of page intentionally left blank.]*

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Sincerely,

AEGEAN MARINE PETROLEUM NETWORK, INC.

By: /s/ Jonathan McIlroy  
Name: Jonathan McIlroy  
Title: President

AGREED TO AND ACCEPTED ON THIS  
THE 4th DAY OF JULY, 2018:

MERCURIA ENERGY GROUP LIMITED

By: /s/ Nikolay Valchinkovski  
Name: Nikolay Valchinkovski  
Title: Director

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## INVESTMENT AGREEMENT

Execution Version

INVESTMENT AGREEMENT, dated as of August 19, 2018 (this "Agreement"), by and between Aegean Marine Petroleum Network, Inc., a Republic of the Marshall Islands corporation (the "Company"), and Mercuria Asset Holdings (Hong Kong) Limited, a company incorporated in Hong Kong with limited liability (the "Investor" and, together with the Company, the "Parties" or individually a "Party").

WHEREAS, one or more affiliates of the Investor (the "Lenders") agreed to restructure the Company's or certain of its subsidiaries' current debt facilities by extending certain loans and agreeing to make certain amendments and modifications to or otherwise waive certain compliance with and/or defaults of certain provisions thereof and thereunder (such debt facilities, as amended, modified or waived, being collectively referred to as the "Credit Facilities");

WHEREAS, in order to induce the Lenders to provide the Credit Facilities, the Company desires to issue and deliver to the Investor, and the Investor desires to acquire from the Company, pursuant to the terms and subject to the conditions set forth in this Agreement, an aggregate of 17,458,038 shares (the "Issued Shares") of the Company's common stock, par value \$0.01 per share ("Common Stock"); and

WHEREAS, concurrently with the closing of the issuance of the Issued Shares, the Parties desire to execute and deliver to the other an Investor Rights Agreement, substantially in the form of Exhibit A hereto (the "Investor Agreement" and, together with this Agreement).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Credit Facilities and the Investor Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

## ARTICLE I

Issuance

SECTION 1.01. Issuance of Issued Shares. In consideration of the Lenders action in connection with the Credit Facilities, and on the terms and subject to the conditions set forth in this Agreement, the Investor shall acquire from the Company the Issued Shares, and the Company shall issue and deliver to the Investor, such Issued Shares, free and clear of any Liens, other than transfer restrictions under applicable federal and state securities Laws (as defined below). For purposes of this Agreement, "Lien" means any interest in any property or asset, whether real, personal or mixed, or tangible or intangible, securing an obligation owed to, or a claim by, a Person other than the owner of such property or asset, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

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SECTION 1.02. Closing. The closing of the issuance by the Company of the Issued Shares to the Investor (the “Closing”) shall take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, at 9:00 a.m., New York City time, on August 20, 2018, or at such other place, time and date as shall be agreed between the Company and the Investor (the “Closing Date”). At the Closing, to effect the issuance of the Issued Shares, (i) the Company shall deliver to the Investor evidence that the Issued Shares have been credited to book-entry accounts maintained by the Company’s transfer agent, free and clear of any Liens, other than transfer restrictions under applicable federal and state securities Laws, (ii) the New York Stock Exchange shall have approved the Company’s Supplemental Listing Application for the Issued Shares and authorized, upon official notice of issuance, the listing of the Issued Shares, (iii) the Company shall have delivered an opinion addressed to the Investor from Reeder & Simpson, P.C., Marshall Islands legal counsel to the Company, dated as of the Closing Date, in the form and substance attached hereto as Exhibit B and (iv) each of the Company and the Investor shall execute and deliver to the other the Investor Agreement.

## ARTICLE II

### Representations and Warranties of the Company

Except as disclosed in the Company SEC Documents (as defined below) filed since January 1, 2018, other than any disclosures contained under the captions “*Risk Factors*” or “*Forward Looking Statements*” (or any similar captions) and any other disclosures contained therein that are predictive, cautionary or forward looking in nature, the Company represents and warrants to Investor:

SECTION 2.01. Organization; Standing. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the Republic of The Marshall Islands and has all requisite corporate power and corporate authority necessary to carry on its business as it is now being conducted in all material respects. For the purpose of this Agreement, “Law” or “Laws” means any foreign, state, federal and local laws, statutes, common laws, ordinances, acts, codes, rules, regulations, orders, executive orders, judgments, injunctions, rulings, penalties, fines, writs, decrees, governmental guidelines or interpretations having the force of law, permits and determinations of any Governmental Entities; and “Governmental Entities” means any federal, state, municipal or local, domestic or foreign governmental or regulatory (including any stock exchange) authority, agency (including the SEC, as defined below), court, commission or other entity or self-regulatory organization or arbitral body (public or private).

SECTION 2.02. Capitalization.

(a) The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 25,000,000 shares of preferred stock, par value \$0.01 per share (“Preferred Stock”). As of August 14, 2018 (the “Capitalization Date”), (i) 40,735,422 shares of Common Stock were issued and outstanding, (ii) 1,971,639 shares of Common Stock were held by the Company in its treasury, (iii) 5,091,402 shares of Common Stock were reserved and available for issuance pursuant to the Company’s 2015 Equity Incentive Plan (of which 700,000 have been approved for issuance and 3,700,000 are reserved for issuance upon the exercise of the options set forth in the following clause (iv)), (iv) 3,700,000 shares of Common Stock were subject to outstanding options, (v) an aggregate principal amount of \$94.55 million of the Company’s 4.00% Convertible Senior Notes due 2018 (the “2018 Convertible Notes”) was outstanding, (vi) an aggregate principal amount of \$172.50 million of the Company’s 4.25% Convertible Senior Notes due 2021 (the “2021 Convertible Notes”) and, together with the 2018 Convertible Notes, the “Convertible Notes”) was outstanding, (vii) a number of shares sufficient to satisfy the conversion privilege of any Convertible Notes are available and (viii) no shares of Preferred Stock were issued or outstanding.

(b) Except as described in Section 2.02(a), as of the Capitalization Date, there were no (i) outstanding shares of capital stock of, or other equity or voting interests in, the Company, (ii) outstanding securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company, (iii) outstanding options, warrants, stock appreciation rights, phantom stock rights, rights (including preemptive) or other commitments or agreements to acquire from the Company or any of its subsidiaries, or that obligate the Company or any of its subsidiaries to issue, any capital stock of, or other equity or voting interests (or voting debt) in, or any securities convertible into or exchangeable for shares of capital stock of, or other equity or voting interests in, the Company, or (iv) obligations of the Company or any of its subsidiaries to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests in, the Company (the items in clauses (i), (ii), (iii) and (iv) being referred to collectively as “Company Securities”). Except with respect to the Company’s 2015 Equity Incentive Plan and the Convertible Notes, there are no outstanding agreements of any kind which obligate the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any Company Securities, or obligate the Company to grant, extend or enter into any such agreements relating to any Company Securities, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities. Other than the Investor Agreement, none of the Company or any subsidiary of the Company is a party to any stockholders’ agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to capital stock, voting securities or equity interests of the Company or any of its Subsidiaries or any other agreement relating to the disposition, voting or dividends with respect to any such stock, securities or interests.

(c) Since the Capitalization Date, the Company has not (i) issued any Company Securities (other than the Issued Shares) or incurred any obligation to make any payments based on the price or value of any Company Securities or dividends paid thereon, other than in connection with the vesting, settlement or exercise of the options referred to above that were outstanding as of the Capitalization Date, or (ii) established a record date for, declared, set aside for payment or paid any dividend on, or made any other distribution in respect of, any shares of the Company’s capital stock.



SECTION 2.03. Due Issuance. The Issued Shares have been duly authorized and, when issued pursuant to the terms of this Agreement, validly issued, fully paid and nonassessable, and issued in compliance with all applicable securities or similar Laws, and such shares will not be issued in violation of any purchase option, call option, preemptive right, resale right, subscription right, right of first refusal or similar right, and will be free and clear of all Liens, except restrictions on transfer imposed by the Securities Act of 1933 (as amended from time to time, the “Securities Act”), and any other applicable securities Laws. The Issued Shares, when issued, will have the terms and conditions and entitle the holder thereof to the rights set forth in the Company’s Amended and Restated Articles of Incorporation dated June 6, 2005 (the “Charter”) and the Company’s Second Amended and Restated Bylaws dated May 27, 2015 (the “Bylaws” and, together with the Charter, the “Organizational Documents”), as such documents may be amended from time to time.

SECTION 2.04. Authority; Noncontravention; Voting Requirements.

(a) The Company has all necessary corporate power and corporate authority to execute and deliver this Agreement and the Investor Agreement and to perform its obligations thereunder. The execution, delivery and performance by the Company of this Agreement and the Investor Agreement have been duly authorized and approved by the Company’s Board of Directors, and no other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance by the Company of this Agreement or the Investor Agreement. This Agreement has been, and the Investor Agreement will be on the Closing Date, duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investor, this Agreement constitutes, and the Investor Agreement will on the Closing Date constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors’ rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (the “Bankruptcy and Equity Exception”).

(b) The execution, delivery and performance of this Agreement and the Investor Agreement by the Company do not and will not (i) conflict with or result in a breach or violation of any provision of the Organizational Documents, (ii) (x) conflict with or result in a material breach or violation of any of the terms, conditions or provisions of, or constitute a material default (or constitute an event which, with notice or lapse of time or both, would constitute a material violation or default) under, any loan or credit agreement, debenture, note, bond, mortgage, indenture, deed of trust, lease, sublease, license, contract or other agreement, arrangement or understanding (each, a “Contract”) to which the Company or any of its subsidiaries is a party or accelerate any obligations or rights under or to the loss of a benefit under or give a right of termination of (whether or not with notice, lapse of time or both) any such Contract, (y) violate any Law applicable to the Company or any of its subsidiaries or (z) result in the creation of any Lien upon any properties or assets of the Company or any of its subsidiaries.

SECTION 2.05. Governmental Approvals. Except for the approval of the Issued Shares for listing on the New York Stock Exchange, subject to official notice of issuance, and the filing with the U.S. Securities and Exchange Commission (the “SEC”) of such current reports and other documents, if any, required to be filed with the SEC under the Securities Exchange Act of 1934 (as amended, the “Exchange Act”) or the Securities Act in connection with this Agreement and the Investor Agreement, no consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Entity or any stock market or stock exchange on which shares of Common Stock are listed for trading are necessary for the execution and delivery of the this Agreement and the Investor Agreement by the Company and the performance by the Company of its obligations hereunder and thereunder, other than such consents, approvals, filings, licenses, permits, authorizations, declarations or registrations the failure of which to obtain, make or give, would not, individually or in the aggregate, reasonably be expected to be material.

SECTION 2.06. No Broker. No agent, broker, investment banker, financial advisor or other firm or Person is or will be entitled to any broker’s, finder’s, financial advisor’s or any other commission or similar fee, or the reimbursement of expenses in connection therewith, in connection with the execution, delivery and performance of this Agreement or the Investor Agreement by the Company. For the purposes of this Agreement, “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Entity or entity similar in nature or structure to the foregoing.

SECTION 2.07. Compliance with Laws. The Company and its subsidiaries are, and have since January 1, 2017 been, in compliance, in all material respects, with all Laws to which the Company is subject. The Company and its subsidiaries hold all material licenses, permits, certifications, consents, registrations and approvals issued or granted by a Governmental Entity necessary to conduct its and their businesses as presently conducted.

SECTION 2.08. Periodic Reports; No Undisclosed Liabilities. Except for the Annual Report on Form 20-F for the year ended December 31, 2017, all forms, registration statements, reports, schedules and statements required to be filed by the Company under the Exchange Act or the Securities Act (all such documents, including the exhibits thereto, prior to the date hereof, collectively, the “Company SEC Documents”) have been filed with the Commission on a timely basis. The Company SEC Documents, including any audited or unaudited financial statements and any notes thereto or schedules included therein (the “Company Financial Statements”) filed with the SEC, at the time filed (or in the case of registration statements, solely on the dates of effectiveness) (except to the extent corrected by a subsequent filing with the SEC) (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (b) complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be, (c) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, (d) with respect to the Company Financial Statements, were prepared in accordance with U.S. Generally Accepted Accounting Principles (“GAAP”) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and (e) with respect to the Company Financial Statements, fairly present (subject in the case of unaudited statements to normal and recurring audit adjustments) in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby, at the dates and for the periods indicated. The Company and its subsidiaries do not have any liabilities required by GAAP to be recognized on a condensed consolidated balance sheet of the Company, except (i) as reflected, reserved or disclosed in the Company Financial Statements included in the Company SEC Document as of and for the period ended December 31, 2016 (the “Reference Date”), (ii) as incurred since the Reference Date in the ordinary course of business, (iii) as have been discharged or paid in full in the ordinary course of business since the Reference Date, (iv) as incurred in connection with the transactions contemplated by this Agreement and (v) that are obligations to perform pursuant to the terms of any of material contracts. PricewaterhouseCoopers S.A is an independent registered public accounting firm with respect to the Company and has not resigned or been dismissed as independent registered public accountants of the Company as a result of or in connection with any disagreement with the Company on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures.

SECTION 2.09. Internal Accounting Controls. There is and has been no failure on the part of the Company and any of the Company’s directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith applicable to the Company. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls that are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management’s general or specific authorization, and (iv) the recorded accounting for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the Reference Date, there has not been (A) any significant deficiencies or material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information, (B) any change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting or (C) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting.

SECTION 2.10. Litigation. There are no legal or governmental proceedings pending to which the Company or its subsidiaries is a party or of which any property or assets of the Company or its subsidiaries is the subject that would, in the aggregate, reasonably be expected to be material to the Company or would, in the aggregate, reasonably be expected to have a material adverse effect on the performance by the Company of the performance of its obligations under this Agreement or the consummation of any of the transactions contemplated hereby. To the Company's knowledge, no such proceedings are threatened or contemplated by Governmental Entities or others.

SECTION 2.11. No Material Adverse Effect. Since December 31, 2016, no event or circumstance has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, properties, stockholders' equity or business of the Company and its subsidiaries taken as a whole.

SECTION 2.12. No General Solicitation; No Advertising. The Company has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, Common Stock by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

SECTION 2.13. No Registration Required. Assuming the accuracy of the representations and warranties of Investor contained in Article III, the issuance and sale of the Issued Shares pursuant to this Agreement is exempt from registration requirements of the Securities Act, and neither the Company nor, to the knowledge of the Company, any authorized representative acting on its behalf (other than the placement agents as to whom no representation is made) has taken or will take any action hereafter that would cause the loss of such exemption.

SECTION 2.14. No Integration. Neither the Company nor any of its affiliates have, directly or indirectly through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any "security" (as defined in the Securities Act of 1933, as amended) that is or will be integrated with the sale of the Issued Shares in a manner that would require registration under the Securities Act.

SECTION 2.15. Investment Company Status. The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 2.16. Foreign Corrupt Practices Act, OFAC and AML.

(a) None of the Company or any of its subsidiaries, nor, to the knowledge of the Company, any of their directors, officers, agents or employees, has in the past five (5) years (i) violated or is in violation of any provision of the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), or similar law of a jurisdiction in which the Company or any of its Subsidiaries conduct their business and to which they are lawfully subject or (ii) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment. No part of the proceeds from the issuance and sale of the Issued Shares pursuant to this Agreement will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any provision of the FCPA.

(b) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries, is currently subject to any comprehensive U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”), and the Company will not knowingly directly or indirectly use the proceeds from the issuance and sale of the Issued Shares pursuant to this Agreement or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

(c) The Company is in compliance in all material respects with the provisions of the USA PATRIOT Act. On or prior to the Closing Date, the Company has provided to the Investor all information related to the Company (including names, addresses and tax identification numbers (if applicable)) reasonably requested in writing by the Investor prior to the execution of this Agreement and mutually agreed to be required under “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act, to be obtained by the Investor.

#### SECTION 2.17. Taxes.

(a) All material Tax Returns that are required to be filed on or before the Closing Date by the Company or any of its subsidiaries have been or will be duly and timely filed, taking into account all permitted extensions, and all such Tax Returns are true, correct and complete in all material respects; all material Taxes of the Company or any of its subsidiaries that are due and payable (whether or not shown on a Tax Return) have been paid in full, except for amounts that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; and all material withholding Taxes imposed on the Company or any of its subsidiaries that are due and payable have been paid in full, except for amounts that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; *provided, that*, for the purposes of this Section 2.17, “Tax” shall mean (i) any U.S. federal, state, local or foreign income, profits, franchise, withholding, ad valorem, personal property (tangible and intangible), employment, payroll, sales and use, social security, disability, occupation, real property, severance, excise and other taxes, charges, levies or other similar assessments imposed by a Taxing Authority, including any interest, penalty or addition thereto, and (ii) any amount described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulation Section 1.1502-6 or otherwise, “Tax Returns” shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, in each case filed or required to be filed with a Governmental Entity, and “Taxing Authority” shall mean any Governmental Entity, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Taxes.

(b) None of the Company or any of its subsidiaries are the subject of any audit or other examination relating to Taxes, nor has the Company or any of its subsidiaries received any written notices from any Taxing Authority that such an audit or examination is pending. No written claim or deficiency for any Taxes has been asserted in writing by any Taxing Authority.

(c) There are no material Liens for Taxes upon the assets of the Company or any of its subsidiaries, other than Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP.

(d) There are no Tax indemnification, Tax allocation or Tax sharing agreements under which the Company or any of its subsidiaries would reasonably be expected to be liable for the Tax liability of an entity other than the Company or any of its subsidiaries, other than any such agreements in Contracts not primarily related to Taxes.

(e) All transactions or arrangements made by the Company and its subsidiaries have been made on arm's length terms and the processes by which prices and terms have been arrived at have, in each case, been fully documented. No notice, enquiry or adjustment has been made by any Taxing Authority in connection with any such transactions or arrangements.

(f) Neither the Company nor any of its subsidiaries (i) is treated for any Tax purpose as a resident in a country other than the country of its incorporation, except for (a) Aegean Marine Petroleum S.A.'s registered branches located in Greece and Cyprus, (b) Aegean Holdings S.A.'s registered branch located in Cyprus, (c) Aegean Petroleum International Inc.'s registered branch located in Greece, (d) all the shipowning subsidiaries of the Company, whose vessels are under the management of Aegean Bunkering Services Inc.'s registered branch located in Greece, in respect of which a supplemental Greek tonnage tax regime applies in addition to that of the respective Flag Administrations and (e) the shipowning subsidiaries of the Company whose vessels operate in the Canary Islands, in respect of which a supplemental Spanish tonnage tax regime applies in addition to that of the respective Flag Administrations, or (ii) has a branch, agency or permanent establishment in a country other than the country of its incorporation, except for (a) Aegean Holdings S.A.'s registered branch located in Cyprus, (b) Aegean Marine Petroleum S.A.'s registered branches located in Greece and in Cyprus, (c) Aegean Petroleum International Inc.'s registered branches located in Greece and in Dubai, (d) Aegean Oil Terminal Corporation's registered branch located in Fujairah, (e) Aegean Bunkering Services Inc.'s registered branch located in Greece and (f) Aegean (Fujairah) Bunkering S.A. registered branch located in Fujairah.

(g) No written claim has been made by any Taxing Authority in a jurisdiction where the Company or any of its subsidiaries does not file Tax Returns that the Company or any of its subsidiaries are or may be subject to taxation by that jurisdiction.

ARTICLE III

Representations and Warranties of the Investor

The Investor represents and warrants to the Company:

SECTION 3.01. Organization and Authority. The Investor is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite corporate, limited liability company or other power and authority to carry on its business as presently conducted.

SECTION 3.02. Authorization: Enforceability. The Investor has all requisite corporate, limited liability company or other power and authority to execute, deliver and perform its obligations under this Agreement and the Investor Agreement. The execution, delivery and performance of this Agreement and the Investor Agreement by the Investor have been duly authorized by all necessary action on the part of the Investor. This Agreement has been and, as of the Closing Date, the Investor Agreement will be, duly executed and delivered by the Investor and, assuming the due authorization, execution and delivery hereof and thereof by the Company, constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms, subject, as to enforceability, to the Bankruptcy and Equity Exception.

SECTION 3.03. No Conflict. The execution and delivery by the Investor of this Agreement and, as of the Closing Date, the Investor Agreement do not and will not (a) conflict with, or result in any breach or violation of, its charter or bylaws (or similar governing documents), (b) (i) conflict with or result in a material breach or violation of any of the terms, conditions or provisions of, or constitute a material default (or constitute an event which, with or without notice or lapse of time, or both, would constitute a material violation or default) under, any Contract to which it is a party, or accelerate any obligations or rights under or to the loss of a benefit under, or give a right of termination of (whether or not with notice, lapse of time or both) any such Contract, (ii) violate any material Law applicable to the Investor or (z) result in the creation of any lien, charge or encumbrance upon any properties or assets of the Investor, other than any such conflicts, violations, breaches, defaults, rights, losses or liens that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect on the Investor's ability to consummate the transactions contemplated by this Agreement or the Investor Agreement.

SECTION 3.04. Government Filings. No consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Entity is necessary for the execution and delivery of this Agreement and the Investor Agreement by the Investor and the performance by the Investor of its obligations thereunder.

SECTION 3.05. Purchase for Investment. The Investor acknowledges that the Issued Shares will not have been registered under the Securities Act or under any state or other applicable securities Laws. The Investor (a) acknowledges that it is acquiring the Issued Shares pursuant to an exemption from registration under the Securities Act solely for investment and for the Investor's own account, not as nominee or agent, and with no present intention or view to distribute any of the Issued Shares to any Person in violation of the Securities Act, (b) will not sell or otherwise dispose of any of the Issued Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any other applicable securities Laws, (c) is knowledgeable, sophisticated and experienced in financial and business matters, has previously invested in securities similar to the Issued Shares, fully understands the limitations on transfer and the restrictions on sales of such Issued Shares as provided for in the Securities Act and any other applicable securities Laws, (d) is able to bear the economic risk of its investment and afford the complete loss of such investment and (e) is an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act).

SECTION 3.06. No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III, the Investor hereby acknowledges that neither the Company nor any of its subsidiaries has made or is making any other express or implied representation or warranty with respect to the Company or any of its subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Investor or any of its representatives or any information developed by the Investor or any of its representatives.

SECTION 3.07. Arm's Length Transaction. The Investor is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated by this Agreement and the Investor Agreement. Additionally, the Investor (a) is not relying on the Company for any legal, tax, investment, accounting or regulatory advice, (b) has consulted with its own advisors concerning such matters and (c) shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement and the Investor Agreement.

SECTION 3.08. Private Placement Consideration. The Investor understands and acknowledges that: (a) its representations and warranties contained herein are being relied upon by the Company as a basis for availing itself of such exemption and other exemptions under the applicable securities Laws, (b) to its knowledge no U.S. state or federal agency has made any finding or determination as to the fairness of the terms of the issuance of the Issued Shares or any recommendation or endorsement thereof and (c) the Issued Shares are "restricted securities" under the Securities Act inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under applicable securities Laws such Issued Shares may be resold without registration under the Securities Act only in certain limited circumstances.



SECTION 3.09. No Broker. No agent, broker, investment banker, financial advisor or other firm or Person is or will be entitled to any broker's, finder's, financial advisor's or any other commission or similar fee, or the reimbursement of expenses in connection therewith, in connection with the execution, delivery and performance of this Agreement and the Investor Agreement by the Investor.

SECTION 3.10. Financial Capability. The Investor currently has capital commitments sufficient to, and on the Closing Date will have sufficient financial capability necessary to, consummate the Closing on the terms and conditions contemplated by this Agreement.

#### ARTICLE IV

##### Miscellaneous

SECTION 4.01. Announcements. Neither the Company nor the Investor shall make any public announcement with respect to the existence or terms of this Agreement without the prior approval of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing in this Section 4.01 shall prevent any Party from making any public announcement it reasonably considers necessary in order to satisfy its obligations under applicable Law or under the rules of any securities exchange.

SECTION 4.02. Notices. All notices, requests, permissions, waivers or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by facsimile or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand, by facsimile (which is confirmed to have been delivered during the regular business hours of the recipient), or if mailed, three (3) days after mailing (one (1) business day in the case of express mail or overnight courier service) to the parties at the following addresses or facsimiles (or at such other address or facsimile for a party as shall be specified by like notice):

(a) If to the Company:

Aegean Marine Petroleum Network Inc.  
10 Akti Kondili 18545 Piraeus, Greece  
Attn: Spyros Fokas  
Email: [S.Fokas@ampni.com](mailto:S.Fokas@ampni.com)

with a copy to (which copy alone shall not constitute notice):

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Christian O. Nagler  
Facsimile: (212) 446-5974  
Email: [cnagler@kirkland.com](mailto:cnagler@kirkland.com)

(b) If to the Investor:

Mercuria Asset Holdings (Hong Kong) Limited  
Jumeirah Lake Towers Unit n° Almas 63-a Almas Tower - Plot n° It-2  
Dubai UAE  
Attention: Henry Birt or Ghazi Mahmoodzaki S. Abualsaud  
Email: [hbirt@mercuria.com](mailto:hbirt@mercuria.com) and  
[gabu@mercuria.com](mailto:gabu@mercuria.com)

with a copy to:

Mercuria Energy Group Limited  
50 Rue du Rhône  
1204 Geneva  
Switzerland  
Attention: François Somay  
Email: [fsomay@mercuria.com](mailto:fsomay@mercuria.com)

Mercuria Energy Trading, Inc.  
20 E. Greenway Plaza, Suite 650  
Houston, Texas 77046  
Attention: Mark L. Greenberg  
Email: [mgreenberg@mercuria.com](mailto:mgreenberg@mercuria.com)

Milbank, Tweed, Hadley & McCloy  
28 Liberty Street  
New York, New York 10005  
Attention: Scott W. Golenbock  
Email: [sgolenbock@milbank.com](mailto:sgolenbock@milbank.com)

For purposes of this Section 4.02, the “regular business hours of the recipient” shall mean the hours between 8:00 am and 5:00 pm on any business day of the recipient in the jurisdiction in which the recipient’s address is located or, if delivery is made outside of the foregoing hours or on a day that is not a business day of the recipient, then delivery shall be deemed to have occurred on the next business day of the recipient.

SECTION 4.03. Amendments, Waivers, etc. This Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by authorized representatives of both Parties hereto. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof under any Laws or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, shall not constitute a waiver by such Party of its right to exercise any such other right, power or remedy or to demand such compliance.

SECTION 4.04. Counterparts and Facsimile. This Agreement may be executed in two or more identical counterparts (including by facsimile or electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic transmission or otherwise) to the other Party.

SECTION 4.05. Further Assurances. Each Party shall execute and deliver after the Closing such further certificates, agreements and other documents and take such other actions as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Investor Agreement.

SECTION 4.06. Governing Law; Specific Enforcement; Submission to Jurisdiction; Waiver of Jury Trial. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of thereof that would require or permit the application of the Law of another jurisdiction.

(b) The Parties hereby acknowledge and agree that the failure of any Party to perform its agreements and covenants hereunder shall cause irreparable injury to the other Party for which damages, even if available, shall not be an adequate remedy. Accordingly, each Party hereby consents, in addition to and not in lieu of monetary damages and other relief, to the issuance of injunctive relief to compel performance of such Party's obligations and to the granting of the remedy of specific performance of its obligations hereunder.

(c) Each of the Parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the United State District Court for the Southern District of the State of New York (or, if such court declines to accept jurisdiction, any state or federal court within the Borough of Manhattan, City of New York, State of New York), for the purposes of any action or other proceeding arising out of this Agreement and the rights and obligations arising hereunder, and irrevocably and unconditionally waives any objection to the laying of venue of any such action or proceeding in any such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action or proceeding has been brought in an inconvenient forum. Each Party hereto agrees that service of any process, summons, notice or document by registered mail to such Party's respective address set forth in Section 4.02 shall be effective service of process for any such action or proceeding.

(d) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, CLAIM OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO ( i) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, CLAIM OR OTHER PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.06(d).

SECTION 4.07. Interpretation. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “date hereof” shall refer to the date of this Agreement. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and shall not simply mean “if”. All references to “\$” mean the lawful currency of the United States of America. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Except as specifically stated herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including, in the case of agreements or instruments, by waiver or consent and in the case of statutes, by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Except as otherwise specified herein, references to a Person are also to its successors and permitted assigns. Each of the Parties hereto has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

SECTION 4.08. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Laws or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions originally contemplated hereby be consummated to the greatest extent possible.

SECTION 4.09. Limitation on Damages. Notwithstanding any other provision of this Agreement, no party shall be liable for any speculative, special or punitive damages with respect to this Agreement.

SECTION 4.10. Non-Recourse. This Agreement may only be enforced against, and any claims or causes of action or proceedings that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, may only be made against the entities that are expressly identified as Parties hereto, including entities that become identified parties hereto after the date hereof, and, subject only to the specific contractual provisions hereof, no former, current or future equityholders, controlling persons, affiliates or subsidiaries, or any directors, officers, employees, or agents of any party hereto or any former, current or future equityholder, controlling person, affiliate or subsidiary, or any director, officer, employee or agent of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the Parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations set out herein or in any document or instrument executed pursuant to Section 4.05 hereof. Without limiting the rights of any Party against the other Party hereto, in no event shall any Party or any of its subsidiaries seek to enforce this Agreement or make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

SECTION 4.11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties and their successors and permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, whether as third party beneficiary or otherwise.

SECTION 4.12. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties (whether by operation of Law or otherwise) without the prior written consent of the other Party, other than an assignment by the Investor to an affiliate provided that the Investor shall remain liable for the obligations of any such assignee hereunder.

SECTION 4.13. Acknowledgment of Securities Laws. The Investor hereby acknowledges that it is aware, and that it will advise its subsidiaries and representatives who are provided material non-public information concerning the Company or its securities, that the United States securities Laws prohibit any Person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communication of such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities.

SECTION 4.14. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the Parties, with respect to the subject matter hereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

AEGEAN MARINE PETROLEUM NETWORK, INC.

By /s/ Spyros Fokas

Name: Spyros Fokas

Title: General Counsel

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

INVESTOR:

MERCURIA ASSET HOLDINGS (HONG KONG) LIMITED

By /s/ Henry Birt  
Name: Henry Birt  
Title: Director

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