

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

AEGEAN MARINE PETROLEUM  
NETWORK, INC., *et al.*<sup>1</sup>

Case No. 18-13374 (MEW)

Debtors.

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**CONSENT ORDER ASSIGNING CLAIMS OBJECTION TO MEDIATION**

Aegean Marine Petroleum S.A. (“AMPSA”), a reorganized debtor in the above-captioned chapter 11 cases, and Diamond S Management LLC (the “Claimant” and together with AMPSA, the “Mediation Parties” and each a “Party”), have agreed and consented to assign to mediation AMPSA’s claims objection to proofs of claim numbers 10045, 10102 and 10104 (the “Claims Objection”) in an attempt to resolve all disputes by and between the Mediation Parties upon the procedures for mediation as contemplated in this Consent Order and as set forth below.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. The Mediation Parties shall participate in mediation whereby a neutral and impartial person will assist them in attempting to reach a mutually acceptable negotiated resolution of the dispute between them (the “Mediation”).
2. The Mediation Parties have jointly selected Thomas R. Slome, Esq. to mediate the Claims Objections and he is hereby appointed as mediator (the “Mediator”).
3. The Mediation shall be non-binding and the Mediator shall not have authority to render a decision that shall bind the Mediation Parties.

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<sup>1</sup> Due to the large number of Reorganized Debtors in these chapter 11 cases, a complete list of the Reorganized Debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://dm.epiq11.com/Aegean>. The location of Debtor Aegean Bunkering (USA) LLC’s principal place of business and the Reorganized Debtors’ service address in these chapter 11 cases is 52 Vanderbilt Avenue, Suite 1405, New York, New York 10017.

4. The Mediation Parties shall mediate in good faith.
5. The Mediation Parties are not obligated to agree to any proposals which are made during the Mediation.
6. No party shall be bound by anything said or done during the Mediation, unless the Mediation Parties enter into a written and signed agreement.
7. The Mediator may meet in private and conference separately with either of the Mediation Parties.
8. The Mediation Parties shall furnish the Mediator with such copies of the Claims Objection and any other motion papers as the Mediator shall request, as well as statements confidential or exchanged by the parties of each respective Party's position as the Mediator shall request.
9. Information obtained by the Mediator, either in written or oral form, shall be confidential and shall not be revealed by the Mediator unless and until the Party who provided that information agrees to its disclosure.
10. The Mediator shall not, without the prior written consent of both Mediation Parties, disclose to the Court any matters which are disclosed to him or her by either of the Mediation Parties or any matters which are otherwise related to the Mediation.
11. The Mediation shall be considered a settlement negotiation for the purpose of all federal and state rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure shall be confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All communications and conduct, oral or written, during the Mediation by any Party or a Party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such

conduct, statement, promises, offers, views and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Mediation Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission on evidence simply as a result of it having been used in connection with this Mediation process.

12. The Mediator and his or her agents shall have the same immunity as judges and court employees have under federal law and the common law from liability for any act or omission in connection with the Mediation, and from any compulsory process to testify or produce documents in connection with the Mediation.

13. The Mediation Parties (i) shall not call or subpoena the Mediator as a witness or expert in any proceeding relating to the mediation, the subject matter of the Mediation, or any thoughts or impressions which the Mediator may have about the Mediation Parties; (ii) shall not subpoena any notes, documents or other material prepared by the Mediator in the course of or in connection with the Mediation; and (iii) shall not offer into evidence any statements, views or opinions of the Mediator.

14. Absent agreement by both Parties, the Mediator shall expend no more than twenty-five (25) hours of his time on the Mediation, billed at the Mediator's standard hourly rate of Six Hundred Fifty-Five and 00/100 (\$655.00) Dollars.

15. AMPSA, on the one hand, and Claimant, on the other, shall each be responsible to pay half of the fees and disbursements of the Mediator, and to each pay a retainer to the Mediator in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars within ten (10) days of the entry of this Consent Order, without further order of the Court.

16. The Mediator shall provide invoices to the Parties at the conclusion of the Mediation, or more frequently in the discretion of the Mediator or if requested by any Party. In preparing invoices, the Mediator shall follow the same general rules for time-keeper entries for fee applications with respect to level of detail, tenths of hour billing increments and prohibition on block billing, except that the Mediator shall prepare invoices such that they do not reveal confidential information and, to the extent necessary to maintaining confidentiality, the Mediator shall redact appropriate words from any invoices.

17. In the event of a bona fide dispute by either Party over any Mediator invoices, the objecting Party shall provide notice of the dispute to the Mediator, identifying the disputed portion of the invoice and shall attempt to resolve the dispute consensually. If the Mediator provides such Party with a notice that in his view the dispute cannot be resolved consensually, the Party shall have ten (10) days to file a motion with the Court requesting that the dispute be resolved by the Court. A Party's failure to make, or its decision not to make, a timely motion shall constitute a waiver of the objection. Notices under this Consent Order shall be by email followed by overnight mail.

18. The Mediator may apply funds in the retainer to any invoices and, if the retainer is exhausted, the Parties shall each pay half of the invoice amounts, in each case subject to the foregoing dispute resolution procedures.

19. An individual with final authority to settle the matter and bind the Party shall attend the Mediation on behalf of each Party.

20. Any terms of the Mediation not set forth herein shall be governed by SDNY LBR-9019-1 ("Alternative Dispute Resolution-Mediation") or, if not addressed therein, by agreement of the Mediation Parties or, absent such agreement, by the Mediator.

21. This Stipulation and Order may be executed in multiple counterparts, any of which may be transmitted via facsimile, and each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Dated: New York, New York  
June 11, 2021

**s/Michael E. Wiles**  
HONORABLE MICHAEL E. WILES  
UNITED STATES BANKRUPTCY JUDGE

Dated: Jericho, New York  
June 10, 2021

**SILVERMANACAMPORA LLP**  
Counsel to Aegean Marine Petroleum S.A.

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Dated: Wantagh, New York  
June 10, 2021

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