

**EXECUTION VERSION**

# **PAYING AGENCY AGREEMENT**

**Dated 4 October 2019**

**Hellenic Petroleum Finance plc**

**€500,000,000**

**2.000 per cent. Guaranteed Notes due 2024**

**guaranteed by  
Hellenic Petroleum S.A.**

**ALLEN & OVERY**

**Allen & Overy LLP**

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**THIS AGREEMENT** is dated 4 October 2019 and made **AMONG**:

- (1) **HELLENIC PETROLEUM FINANCE PLC**, a company incorporated under the laws of England and Wales with company number 05610284 with offices at 8th Floor, 20 Farringdon Street, London, EC4A 4AB, United Kingdom (the **Issuer**);
- (2) **HELLENIC PETROLEUM S.A.**, a company incorporated under the laws of the Hellenic Republic with registration number at GEMI 296601000 (former registration number 2443/06/B/86/23) with offices at 8A, Chimaras Street, 151 25, Maroussi, Greece (the **Guarantor**);
- (3) **THE BANK OF NEW YORK MELLON** with registered address at One Canada Square, London E14 5AL (the **Principal Paying Agent**); and
- (4) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** with registered address at One Canada Square, London E14 5AL (the **Trustee**, which expression shall, wherever the context admits, include such company and or other persons or companies for the time being the trustee or trustees under the Trust Deed).

**WHEREAS:**

- (A) The Issuer has agreed to issue €500,000,000 2.000 per cent. Guaranteed Notes due 2024 (the **Notes** which expression shall include, unless the context otherwise requires, any further Notes issued pursuant to Condition 15 (*Further Issues*) and forming a single series with the Notes).
- (B) The Notes are to be constituted by a Trust Deed (as amended, modified or supplemented from time to time, the **Trust Deed**) dated 4 October 2019 between the Issuer, the Guarantor and the Trustee.
- (C) The Notes will be issued in bearer form in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000, each with interest coupons (**Coupons** which expression shall, except in clause 13 (*Cancellation of Notes, Coupons and Talons*) and clause 15 (*Records and certificates*), include Talons) and one Talon for further Coupons (a **Talon**) attached.
- (D) The Notes will initially be represented by a temporary Global Note (the **Temporary Global Note**) in or substantially in the form set out in the First Schedule to the Trust Deed which will be exchanged in accordance with its terms for a permanent Global Note (the **Permanent Global Note** and, together with the Temporary Global Note, the **Global Notes**) in or substantially in the form also set out in the First Schedule to the Trust Deed.
- (E) The definitive Notes and Coupons will be in or substantially in the respective forms set out in Part I of the Second Schedule to the Trust Deed. The Conditions of the Notes (the **Conditions**) will be in or substantially in the form set out in Part II of the Second Schedule to the Trust Deed.
- (F) Payments in respect of the Notes will be unconditionally and irrevocably guaranteed by the Guarantor.

**NOW IT IS HEREBY AGREED** as follows:

## **1. INTERPRETATION**

1.1 Words and expressions defined in the Conditions and in the Trust Deed and not otherwise defined in this Agreement shall have the same meanings when used in this Agreement.

1.2 In this Agreement:

**Authorised Person** means any person who is designated in writing by the Issuer from time to time to give Instructions to an Agent under the terms of this Agreement.

**Instructions** means any written notices, directions or instructions received by an Agent in accordance with the provisions of this Agreement from an Authorised Person or from a person reasonably believed by an Agent to be an Authorised Person.

**Losses** means any and all claims, losses, liabilities, damages, costs, expenses and judgements (including legal fees and expenses) sustained by either party.

- 1.3 References in this Agreement to principal and/or interest shall include any additional amounts payable pursuant to Condition 8 (*Taxation*) or any undertakings given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.
- 1.4 All references in this Agreement to a Directive include any relevant implementing measure of each Member State of the European Economic Area which has implemented such Directive.
- 1.5 As used herein, in relation to any Notes which are to have a "listing" or be "listed" (i) on the Luxembourg Stock Exchange, **listing** and **listed** shall be construed to mean that such Notes have been admitted to the Official List of the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and (ii) on any other Stock Exchange within the European Economic Area, **listing** and **listed** shall be construed to mean that Notes have been admitted to trading on a market within that jurisdiction which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

## 2. APPOINTMENT OF PAYING AGENTS

- 2.1 The Issuer and the Guarantor and, for the purposes of clause 7 only, the Trustee hereby appoints, on the terms and subject to the conditions of this Agreement, The Bank of New York Mellon as principal paying agent (the **Principal Paying Agent**) in respect of the Notes and such other agent or agents (each a **Paying Agent** and, together with the Principal Paying Agent, the **Paying Agents**) as may be appointed from time to time hereunder for the payment of principal of, and interest on, the Notes, in each case acting at its specified office and each accepts its appointment as Principal Paying Agent and Paying Agent, respectively.
- 2.2 The Principal Paying Agent and the other Paying Agents are together referred to as the **Agents**.
- 2.3 The obligations of the Agents are several and not joint.

## 3. AUTHENTICATION AND DELIVERY OF NOTES

- 3.1 The Issuer undertakes that the Permanent Global Note (duly executed on behalf of the Issuer) will be available to be exchanged for interests in the Temporary Global Note in accordance with the terms of the Temporary Global Note.
- 3.2 If a Global Note is to be exchanged in accordance with its terms for definitive Notes, the Issuer undertakes that it will deliver to, or to the order of, the Principal Paying Agent, as soon as reasonably practicable and in any event not later than 15 days before the relevant exchange is due to take place, definitive Notes (with Coupons and a Talon for further Coupons attached) in an aggregate principal amount of €500,000,000 or such lesser amount as is the principal amount of Notes represented by the Global Note to be issued in exchange for the Global Note. Each definitive Note and Coupon so delivered shall be duly executed on behalf of the Issuer.

- 3.3 The Issuer authorises and instructs the Principal Paying Agent to authenticate the Global Notes and any definitive Notes delivered pursuant to subclause 3.2.
- 3.4 The Issuer authorises and instructs the Principal Paying Agent to cause interests in the Temporary Global Note to be exchanged for interests in the Permanent Global Note and interests in a Global Note to be exchanged for definitive Notes in accordance with their respective terms. Following the exchange of the last interest in a Global Note, the Principal Paying Agent shall cause such Global Note to be cancelled and destroyed.
- 3.5 The Principal Paying Agent shall cause all Notes delivered to and held by it under this Agreement to be maintained in safe custody and shall ensure that interests in the Temporary Global Note are only exchanged for interests in the Permanent Global Note in accordance with the terms of the Temporary Global Note and this Agreement and that the definitive Notes are issued only in accordance with the terms of a Global Note, the Trust Deed and this Agreement.
- 3.6 So long as any of the Notes is outstanding the Principal Paying Agent shall, within seven days of any request by the Issuer, the Guarantor or the Trustee certify to the Issuer or, as the case may be, the Guarantor or the Trustee the number of definitive Notes held by it under this Agreement.

#### **4. PAYMENT TO THE PRINCIPAL PAYING AGENT**

- 4.1 The Issuer or, failing the Issuer, the Guarantor shall, not later than 10.00 a.m. (London time) on the London Business Day preceding each date on which any payment of principal and/or interest in respect of any of the Notes becomes due (subject always, for the avoidance of doubt, to the provisions of Condition 7(e) (*Payments only on a Presentation Date*)), transfer to an account specified by the Principal Paying Agent such amount of euros as shall be sufficient for the purposes of the payment of principal and/or interest in immediately available funds.
- 4.2 The Issuer or, as the case may be, the Guarantor shall ensure that, not later than 10.00 a.m. (London time) on the London Business Day immediately preceding the date on which any payment is to be made to the Principal Paying Agent pursuant to subclause 4.1, the Principal Paying Agent shall receive a copy of an irrevocable payment instruction to the bank through which the payment is to be made. For the purposes of this subclause 4.2, **London Business Day** means a day on which banks are open for business in London and is also a TARGET Settlement Day.
- 4.3 No Agent shall be obliged to make payment on the Notes until satisfied that full payment by or on behalf of the Issuer has been received, in immediately available, cleared funds.

#### **5. NOTIFICATION OF NON-PAYMENT BY THE ISSUER OR THE GUARANTOR**

The Principal Paying Agent shall notify each of the other Paying Agents and the Trustee forthwith:

- (a) if it has not by the relevant date specified in subclause 4.1 received unconditionally the full amount in euros required for the payment; and
- (b) if it receives unconditionally the full amount of any sum due in respect of the Notes or Coupons after such date.

The Principal Paying Agent shall, at the request and expense of the Issuer or the Guarantor, forthwith upon receipt of any amount as described in subparagraph 5(b), cause notice of that receipt to be published under Condition 16 (*Notices*).

## 6. DUTIES OF THE PAYING AGENTS

- 6.1 Subject to the payments to the Principal Paying Agent provided for by clause 4 being duly made and subject to the provisions of clause 7, the Paying Agents shall act as paying agents of the Issuer and/or the Guarantor in respect of the Notes and pay or cause to be paid on behalf of the Issuer and/or the Guarantor, on and after each date on which any payment becomes due and payable, the amounts of principal and/or interest then payable on surrender or, in the case of a Global Note, endorsement, of Notes or Coupons under the Conditions and this Agreement. If any payment provided for by clause 4 is made late but otherwise under the terms of this Agreement the Paying Agents shall nevertheless act as paying agents following receipt by them of payment.
- 6.2 If default is made by the Issuer and the Guarantor in respect of any payment, unless and until the full amount of the payment has been made under the terms of this Agreement (except as to the time of making the same) or other arrangements satisfactory to the Principal Paying Agent have been made, neither the Principal Paying Agent nor any of the other Paying Agents shall be bound to act as paying agents.
- 6.3 Without prejudice to subclauses 6.1 and 6.2, if the Principal Paying Agent pays any amounts to the holders of Notes or Coupons or to any other Paying Agent at a time when it has not received payment in full in respect of the Notes in accordance with subclause 4.1 (the excess of the amounts so paid over the amounts so received being the **Shortfall**), the Issuer, failing which the Guarantor, will, in addition to paying amounts due under subclause 4.1, pay to the Principal Paying Agent on demand interest (at a rate which represents the Principal Paying Agent's cost of funding the Shortfall as certified by the Principal Paying Agent) on the Shortfall (or the unreimbursed portion thereof) until the receipt in full by the Principal Paying Agent of the Shortfall.
- 6.4 Whilst any Notes are represented by a Global Note, all payments due in respect of the Notes shall be made to, or to the order of, the holder of the Global Note, subject to and in accordance with the provisions of the Global Note. On the occasion of each payment, the Paying Agent to which the Global Note was presented for the purpose of making the payment shall cause the appropriate Schedule to the relevant Global Note to be annotated so as to evidence the amounts and dates of the payments of principal and/or interest as applicable.

## 7. TRUSTEE'S REQUIREMENTS REGARDING PAYING AGENTS

At any time after an Event of Default or a Potential Event of Default shall have occurred or the Notes shall otherwise have become due and repayable or the Trustee shall have received any money which it proposes to pay under clause 10 of the Trust Deed to the Noteholders and/or Couponholders, the Trustee may:

- (a) by notice in writing to the Issuer, the Guarantor, the Principal Paying Agent and the other Paying Agents require the Principal Paying Agent and the other Paying Agents pursuant to this Agreement:
- (i) to act thereafter as Principal Paying Agent and Paying Agents respectively of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of the Trust Deed *mutatis mutandis* on the terms provided in this Agreement (save that the Trustee's liability under any provision hereof for the indemnification, remuneration and payment of out of pocket expenses of the Paying Agents shall be limited to the amounts for the time being held by the Trustee on the trusts of the Trust Deed in relation to the Notes and available for such purpose) and thereafter to hold all Notes and Coupons and all sums, documents and records held by them in respect of Notes and Coupons on behalf of the Trustee; or

- (ii) to deliver up all Notes and Coupons and all sums, documents and records held by them in respect of Notes and Coupons to the Trustee or as the Trustee shall direct in such notice provided that such notice shall be deemed not to apply to any documents or records which the relevant Paying Agent is obliged not to release by any law or regulation; and
- (b) by notice in writing to the Issuer and the Guarantor require each of them to make all subsequent payments in respect of the Notes and the Coupons to or to the order of the Trustee and not to the Principal Paying Agent.

## **8. REIMBURSEMENT OF THE PAYING AGENTS**

The Principal Paying Agent shall charge the account referred to in clause 4 for all payments made by it under this Agreement and will credit or transfer to the respective accounts of the other Paying Agents the amount of all payments to be made by them under the Conditions immediately upon notification from them, subject in each case to any applicable laws or regulations.

## **9. NOTICE OF ANY WITHHOLDING OR DEDUCTION**

If the Issuer or the Guarantor is, in respect of any payment in respect of the Notes, compelled to withhold or deduct any amount for or on account of any Taxes as contemplated by Condition 8 (*Taxation*) or any undertaking given in addition to or in substitution for Condition 8 (*Taxation*) pursuant to the Trust Deed, the Issuer or, as the case may be, the Guarantor shall give notice to the Principal Paying Agent and the Trustee as soon as it becomes aware of the requirement to make the withholding or deduction and shall give to the Principal Paying Agent and the Trustee such information as they shall require to enable each of them to comply with the relevant requirement under the Conditions.

## 10. INFORMATION REPORTING AND REDIRECT PAYMENTS

- 10.1 Each Party shall, within ten business days of a written request by another Party, supply to that other Party such forms, documentation and other information relating to it, its operations, or the Notes as that other Party reasonably requests for the purposes of that other Party's compliance with Applicable Law and shall notify the relevant other Party reasonably promptly in the event that it becomes aware that any of the forms, documentation or other information provided by such Party is (or becomes) inaccurate in any material respect; provided, however, that no Party shall be required to provide any forms, documentation or other information pursuant to this Clause 10.1 to the extent that: (i) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such Party and cannot be obtained by such Party using reasonable efforts; or (ii) doing so would or might in the reasonable opinion of such Party constitute a breach of any: (a) Applicable Law; (b) fiduciary duty; or (c) duty of confidentiality. The Issuer shall notify each Agent in the event that it determines that any payment to be made by an Agent under the Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this Clause 10.2 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Notes, or both. Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount.
- 10.3 In the event that the Issuer determines in its sole discretion that withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deductions or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The Issuer will promptly notify the Agents and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 10.4

For the purposes of this Agreement:

**Applicable Law** means any law or regulation.

**Authority** means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction.

**Code** means the U.S. Internal Revenue Code of 1986, as amended.

**FATCA Withholding** means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the Code, or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

**Tax** means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

**11. DUTIES OF THE PRINCIPAL PAYING AGENT IN CONNECTION WITH EARLY REDEMPTION**

- 11.1 If the Issuer decides to redeem all the Notes for the time being outstanding under Condition 6(b) (*Redemption for tax reasons*), it shall give notice of the decision to the Principal Paying Agent and the Trustee at least 7 days prior to the date upon which notice is to be given by the Issuer to the Noteholders pursuant to the Conditions.
- 11.2 If the Issuer fails to notify the Principal Paying Agent and the Trustee in accordance with this clause 11, this will not affect the validity of any notice to redeem given by the Issuer to the Noteholders pursuant to the Conditions.
- 11.3 If any Noteholder elects to exercise its option under Condition 6(c) to require the Issuer to redeem any Note before its stated maturity, the Paying Agent to which any such Noteholder delivers (in accordance with the provisions of Condition 6(c) (*Redemption at the option of Noteholders*)) any such Note in definitive form shall, against surrender of such Note, cause to be issued to the holder of the Note a non-transferable receipt evidencing its surrender under the Conditions.

**12. PUBLICATION OF NOTICES**

On behalf of and at the request and expense of the Issuer or the Guarantor, the Principal Paying Agent shall cause to be published all notices required to be given by the Issuer and/or the Guarantor under the Conditions.

**13. CANCELLATION OF NOTES AND COUPONS AND TALONS**

- 13.1 All Notes which are surrendered in connection with redemption, (together with all unmatured Coupons attached to or delivered with Notes) and all Coupons which are paid and all Talons which are exchanged shall be cancelled by the Paying Agent to which they are surrendered. Each of the Paying Agents shall give to the Principal Paying Agent details of all payments and exchanges made by it and shall deliver all cancelled Notes and Coupons and Talons to the Principal Paying Agent (or as the Principal Paying Agent may specify). Where Notes are purchased by or on behalf of the Issuer, the Guarantor or any of the Guarantor's other Subsidiaries, the Issuer or, as the case may be, the Guarantor, shall immediately notify the Principal Paying Agent of the principal amount of those Notes it has purchased and shall procure that the Notes (together with all unmatured Coupons and Talons appertaining to those Notes) are promptly cancelled and delivered to the Principal Paying Agent or its authorised agent.
- 13.2 The Principal Paying Agent or its authorised agent shall (unless otherwise instructed by the Issuer in writing and save as provided in subclause 15.1) destroy all cancelled Notes, Coupons and Talons and shall, upon request, furnish the Issuer and the Guarantor with a certificate of destruction containing written particulars of the serial numbers of the Notes and Talons and the number by maturity date of Coupons and Talons so destroyed.

**14. ISSUE OF REPLACEMENT NOTES AND COUPONS AND FURTHER COUPON SHEETS**

- 14.1 The Issuer shall cause a sufficient quantity of additional forms of Notes and Coupons and additional Coupon sheets to be available, upon request, to the Principal Paying Agent at its specified office for the purpose of issuing replacement Notes or Coupons or further Coupon sheets as provided below.
- 14.2 The Principal Paying Agent shall, subject to and in accordance with Condition 11 (*Replacement of Notes and Coupons*) and the following provisions of this clause, cause to be authenticated (in the case only of replacement Notes) and delivered any replacement Notes or Coupons which the Issuer

may determine to issue in place of Notes or Coupons which have been lost, stolen, mutilated, defaced or destroyed.

- 14.3 In the case of a mutilated or defaced Note, the Principal Paying Agent shall ensure that (unless otherwise covered by such indemnity as the Issuer may require) any replacement Note only has attached to it Coupons corresponding to those attached to the mutilated or defaced Note which is presented for replacement.
- 14.4 The Principal Paying Agent shall obtain verification, in the case of an allegedly lost, stolen or destroyed Note or Coupon in respect of which the serial number is known, that the Note or Coupon has not previously been redeemed or paid. The Principal Paying Agent shall not issue a replacement Note or Coupon unless and until the applicant has:
- (a) paid such expenses and costs as may be incurred in connection with the replacement;
  - (b) furnished it with such evidence and indemnity as the Issuer may reasonably require; and
  - (c) in the case of a mutilated or defaced Note or Coupon, surrendered it to the Principal Paying Agent.
- 14.5 The Principal Paying Agent shall cancel mutilated or defaced Notes or Coupons in respect of which replacement Notes or Coupons have been issued pursuant to this clause. The Principal Paying Agent shall, upon request, furnish the Issuer and the Guarantor with a certificate stating the serial numbers of the Notes or Coupons received by it and cancelled pursuant to this clause and shall, unless otherwise requested by the Issuer or the Guarantor, destroy all those Notes and Coupons and shall, upon request, furnish the Issuer and the Guarantor with a destruction certificate containing the information specified in subclause 13.2.
- 14.6 The Principal Paying Agent shall, on issuing any replacement Note or Coupon, forthwith inform the Issuer and the other Paying Agents of the serial number of the replacement Note or Coupon issued and (if known) of the serial number of the Note or Coupon in place of which the replacement Note or Coupon has been issued. Whenever replacement Coupons are issued under this clause, the Principal Paying Agent shall also notify the other Paying Agents of the maturity dates of the lost, stolen, mutilated, defaced or destroyed Coupons and of the replacement Coupons issued.
- 14.7 Whenever a Note or Coupon for which a replacement Note or Coupon has been issued and the serial number of which is known is presented to a Paying Agent for payment the relevant Paying Agent shall immediately send notice to the Issuer and (if it is not itself the Principal Paying Agent) the Principal Paying Agent and shall not be obliged to make any payment in respect of such Note or Coupon.
- 14.8 The Paying Agents shall issue further Coupon sheets against surrender of Talons. A Talon so surrendered shall be cancelled by the relevant Paying Agent who (except where such Paying Agent is the Principal Paying Agent) shall inform the Principal Paying Agent of its serial number. Further Coupon sheets issued on surrender of Talons shall carry the same serial number as the surrendered Talon.

## **15. RECORDS AND CERTIFICATES**

15.1 The Principal Paying Agent shall:

- (a) keep a full and complete record of all Notes, Coupons and Talons (other than serial numbers of Coupons) and of their redemption, purchase by or on behalf of the Issuer, the Guarantor or any of the Guarantor's other Subsidiaries, cancellation, exchange or payment (as the case

may be) and of all replacement Notes, Coupons or Talons issued in substitution for lost, stolen, mutilated, defaced or destroyed Notes, Coupons or Talons; and

- (b) in respect of the Coupons of each maturity, retain (in the case of Coupons other than Talons) until the expiry of 10 years from the Relevant Date in respect of such Coupons either all paid or exchanged Coupons of that maturity or a list of the serial numbers of Coupons of that maturity still remaining unpaid and unexchanged. The Principal Paying Agent shall at all reasonable times make the records and Coupons (if any) available to the Issuer, the Guarantor and the Trustee.

15.2 The Principal Paying Agent shall give to the Issuer, the Guarantor and the Trustee, as soon as possible and in any event within one month after the date of redemption, purchase, payment, exchange or replacement of a Note, Coupon or Talon (as the case may be), a certificate stating:

- (a) the aggregate principal amount of Notes which have been redeemed and the aggregate amount in respect of Coupons which have been paid;
- (b) the serial numbers of those Notes and Talons;
- (c) the total number of each denomination by maturity date of those Coupons;
- (d) the aggregate amount of interest paid (and the due dates of the payments) on each Global Note;
- (e) the aggregate principal amounts of Notes (if any) which have been purchased by or on behalf of the Issuer or any of its Subsidiaries, the Guarantor or any of the Guarantor's other Subsidiaries and cancelled (subject to delivery of the Notes to the Principal Paying Agent) and the serial numbers of such Notes in definitive form and the total number of each denomination by maturity date of the Coupons attached to or exchanged or surrendered with the purchased Notes;
- (f) the aggregate principal amounts of Notes and the aggregate amounts in respect of Coupons which have been exchanged or surrendered and replaced and the serial numbers of those Notes in definitive form and the total number of each denomination by maturity date of those Coupons surrendered therewith;
- (g) the total number of each denomination by maturity date of Talons which have been exchanged for further Coupons; and
- (h) the total number of each denomination by maturity date of unmatured Coupons missing from Notes in definitive form which have been redeemed or surrendered and replaced and the serial numbers of the Notes in definitive form to which the missing unmatured Coupons appertained.

15.3 The Principal Paying Agent shall only be required to comply with its obligations under this clause 15 in respect of Notes surrendered for cancellation following a purchase of the same by the Issuer, the Guarantor or by any of the Guarantor's other Subsidiaries to the extent that it has been informed by the Issuer of such purchases in accordance with clause 13.1 above.

## **16. COPIES OF THE TRUST DEED AND THE AGREEMENTS AVAILABLE FOR INSPECTION**

The Paying Agents shall hold copies of the Trust Deed and this Agreement, together with copies of any other documents expressed to be held by them in the Prospectus dated 2 October 2019 published

by the Issuer and the Guarantor in relation to the Notes, available for inspection during normal business hours on any day (except Saturdays, Sundays and public holidays) at the specified office of each Paying Agent. For this purpose, the Issuer and the Guarantor shall furnish the Paying Agents with sufficient copies of each of the documents.

## **17. COMMISSIONS AND EXPENSES**

- 17.1 The Issuer or, failing the Issuer, the Guarantor shall pay to the Principal Paying Agent such commissions in respect of the services of the Agents under this Agreement as has been agreed between the Issuer, the Guarantor and the Principal Paying Agent. Neither the Issuer nor the Guarantor shall be concerned with the apportionment of payment among the Agents.
- 17.2 The Issuer or, failing the Issuer, the Guarantor shall also pay to the Principal Paying Agent an amount equal to any value added tax which may be payable in respect of the commissions together with all expenses properly incurred by the Agents in connection with their services under this Agreement.
- 17.3 The Principal Paying Agent shall arrange for payment of the commissions due to the other Agents and arrange for the reimbursement of their expenses promptly after receipt of the relevant moneys from the Issuer or the Guarantor.
- 17.4 At the request of the Principal Paying Agent, the parties to this Agreement may from time to time during the continuance of this Agreement review the commissions and expenses agreed initially, as referred to in subclause 17.1 with a view to determining whether the parties can mutually agree upon any changes to the commissions and expenses.
- 17.5 All monies payable to the Agents shall be made without set-off, counterclaim, deduction or withholding unless compelled by law, in which case the Issuer will gross-up such payment to the Agents.

## **18. INDEMNITY**

- 18.1 The Issuer or, failing the Issuer, the Guarantor undertakes to indemnify each of the Agents against all losses, liabilities, costs, claims, actions, damages, charges, expenses or demands (including, without limitation, legal fees and any applicable value added tax) which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by any Agent under this Agreement, except as may result from its own wilful default, gross negligence or fraud or that of its directors, officers or employees or any of them.
- 18.2 Notwithstanding any provision to the contrary in this Agreement, no Agent shall in any event be liable for indirect, special, punitive or consequential loss or damage, liability, claim, expense of any kind whatsoever (including but not limited to loss of profits, loss of use, loss of production, loss of business, loss of goodwill, loss of business opportunity) whether or not foreseeable, suffered or incurred by any other party as a result of the performance or non-performance of its obligations under this Agreement and even if the relevant Agent has been advised of the likelihood of the same.
- 18.3 Each of the Agents will only be liable to the Issuer for Losses arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer to the extent that such Agent has been grossly negligent, fraudulent or in wilful default in respect of its obligations under this Agreement. For the avoidance of doubt the failure of any of the Agents to make a claim for payment on the Issuer, or to inform any other Agent of a failure on the part of the Issuer to meet any

such claim or to make a payment by the stipulated date, shall not be deemed to constitute gross negligence, fraud or wilful default on the part of such Agent.

18.4 The indemnity set out above shall survive any termination or expiry of this Agreement.

## **19. REPAYMENT BY PRINCIPAL PAYING AGENT**

Sums paid by or by arrangement with the Issuer or the Guarantor to the Principal Paying Agent pursuant to the terms of this Agreement shall not be required to be repaid to the Issuer or the Guarantor unless and until any Note or Coupon becomes void under the provisions of Condition 10 (*Prescription*) but in that event the Principal Paying Agent shall forthwith repay to the Issuer or, if so directed by the Issuer, to the Guarantor sums equivalent to the amounts which would otherwise have been payable in respect of the relevant Note or Coupon.

## **20. CONDITIONS OF APPOINTMENT**

20.1 Save as provided in clause 7 and in subclause 20.3 of this clause, the Principal Paying Agent shall be entitled to deal with money paid to it by the Issuer or the Guarantor for the purposes of this Agreement in the same manner as other money paid to a banker by its customers and shall not be liable to account to the Issuer or the Guarantor for any interest or other amounts in respect of the money. No money held by any Paying Agent need be segregated except as required by law.

20.2 Save as provided in clause 7, in acting under this Agreement and in connection with the Notes and the Coupons the Agents shall act solely as agents of the Issuer and the Guarantor and will not assume any obligations towards or relationship of agency or trust for or with any of the owners or holders of the Notes or the Coupons.

20.3 No Paying Agent shall exercise any right of set-off or lien against the Issuer, the Guarantor or any holders of Notes or Coupons in respect of any moneys payable to or by it under the terms of this Agreement.

20.4 Except as otherwise permitted in the Conditions or as ordered by a court of competent jurisdiction or required by law or otherwise instructed by the Issuer or the Guarantor with the approval of the Trustee, each of the Agents shall be entitled to treat the holder of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or other writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon).

20.5 The Agents shall be obliged to perform such duties and only such duties as are set out in this Agreement and the Notes and no implied duties or obligations shall be read into this Agreement or the Notes against the Agents.

20.6 No Agent shall have any duty to determine or inquire into (or be liable in respect of) the happening or occurrence of any event or contingency or to monitor the performance or compliance by any other party to this Agreement of their respective obligations hereunder. No Agent shall be responsible to anyone with respect to the validity of this Agreement or the Notes or Coupons or for any act or omission by it in connection with this Agreement or any Note, Coupon except for its own wilful default, gross negligence or fraud.

20.7 The Agents may (at the Issuer's cost) consult with legal and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of action taken, omitted or suffered under this Agreement in accordance with the opinion of the advisers.

- 20.8 Each of the Agents shall be protected and shall incur no liability for or in respect of action taken, omitted or suffered in reliance upon any instruction, request or order from the Issuer or the Guarantor, the Trustee or any document which it reasonably believes to be genuine and to have been delivered by the proper party or parties or upon written instructions from the Issuer, the Guarantor or the Trustee.
- 20.9 Any of the Agents, their officers, directors or employees may become the owner of, or acquire any interest in, Notes or Coupons with the same rights that it or he would have if the Paying Agent concerned were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, the Guarantor or the Trustee, and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or Coupons or other obligations of the Issuer, the Guarantor or the Trustee, as freely as if the Paying Agent were not appointed under this Agreement.
- 20.10 The Agents shall not be under any obligation to take any action under this Agreement which (i) may be illegal or contrary to applicable law or regulation or internal policies relating to “know your client” and anti-money laundering or (ii) it expects will result in any expense, loss, charge or liability accruing to it, the payment of which within a reasonable time is not, in its opinion, assured to it.
- 20.11 None of the Agents shall be required under any provision of this Agreement, the Trust Deed, the Notes or the Conditions to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any duties hereunder or in the exercise of any of its rights or powers unless it believes that the repayment of such funds or satisfactory indemnity and/or security and/or pre-funding against such risk or liability is assured to it. If any of the Agents are requested to act on instructions or directions delivered by fax, email or any other unsecured method of communication or any instructions or directions delivered through BNY Mellon Connect, CIDD, Nexen or any alternative electronic platform used to submit instructions, such Agent shall have:
- (i) no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorised to give instructions or directions on behalf of the Issuer; and
  - (ii) no liability for any losses, liabilities, costs or expenses incurred or sustained by the Issuer as a result of such reliance upon or compliance with such instructions or directions, unless such liability arises as a result of its own wilful default, gross negligence or fraud.
- 20.12 The Issuer shall use all reasonable endeavours to give or procure to be given to any Agent such additional information as it shall require for the purpose of the discharge or exercise of the duties, powers, authorities and discretions vested in it under this Agreement or by operation of law.
- 20.13 None of the Agents shall have any obligation or duty (i) to monitor compliance or inquire as to the performance of the Issuer or the Guarantor of its obligations under the Notes, this Agreement or any other relevant documents or (ii) to determine or take any steps to ascertain whether any relevant event under the Notes has occurred or if any party is in breach of its obligations under the Notes and shall be entitled to assume that no such Event of Default or other relevant event (other than with respect to itself) has occurred and that each party (other than itself) is complying with its obligations under the Notes until it shall have received written notice to the contrary. None of the Agents shall be liable for any such event or breach (other than as caused by their own gross negligence, fraud or wilful default as further provided for herein).
- 20.14 Each Agent shall be entitled to refuse to take any action which that Agent regards as necessary to comply with any applicable law, regulation or fiscal requirement, or the rules or operating procedures of any other market or clearing system.

20.15 Notwithstanding anything to the contrary in this Agreement, the Agents shall not be liable to any person for any matter or thing done or omitted in any way in connection with this Agreement and the Notes save in relation to its own gross negligence, wilful default or fraud.

## **21. COMMUNICATION WITH PAYING AGENTS**

A copy of all communications relating to the subject matter of this Agreement between the Issuer, the Guarantor or the Trustee and any of the Paying Agents other than the Principal Paying Agent shall be sent to the Principal Paying Agent. In no event, shall an Agent be liable for any Losses arising to it from receiving or transmitting any data from the Issuer, or its Authorised Persons via any non-secure method of transmission or communication, such as, but without limitation, by facsimile or email.

The Issuer accepts that some methods of communication are not secure, and no Agent shall incur any liability for receiving Instructions via any such non-secure method. Each Agent is authorised to comply with and rely upon any such notice, Instructions or other communications believed by it to have been sent by an Authorised Person. The Issuer shall use all reasonable endeavours to ensure that Instructions transmitted to each Agent pursuant to this Agreement are completed and correct. Any Instructions shall be conclusively deemed to be valid instructions from the Issuer to each Agent for the purposes of this Agreement.

## **22. TERMINATION OF APPOINTMENT**

22.1 The Issuer and the Guarantor may, with the prior written approval of the Trustee, terminate the appointment of any Paying Agent at any time and/or appoint additional or other Paying Agents by giving to the Paying Agent whose appointment is concerned and, where appropriate, the Principal Paying Agent at least 90 days' prior written notice to that effect provided that so long as any of the Notes is outstanding:

- (a) the notice shall not expire less than 45 days before any due date for the payment of interest; and
- (b) notice shall be given under Condition 16 (*Notices*) at least 30 days before the removal or appointment of a Paying Agent.

None of the Agents shall incur responsibility for any loss or liability incurred by such termination where such termination was effected in accordance with this subclause 22.1.

22.2 Notwithstanding the provisions of subclause 22.1, if at any time an Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a public officer takes charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation, the Issuer and the Guarantor may with the prior written approval of the Trustee forthwith without notice terminate the appointment of the Paying Agent, in which event notice shall be given to the Noteholders under Condition 16 (*Notices*) as soon as is practicable.

22.3 The termination of the appointment of an Agent under this Agreement shall not entitle the Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

- 22.4 All or any of the Agents may without reason resign their respective appointments under this Agreement at any time by giving to the Issuer, the Guarantor and, where appropriate, the Principal Paying Agent at least 90 days' prior written notice to that effect provided that, so long as any of the Notes is outstanding, the notice shall not, in the case of a Paying Agent, expire less than 45 days before any due date for the payment of interest. None of the Paying Agents shall incur responsibility for any loss or liability incurred by such resignation where such resignation was effected in accordance with this subclause 22.4. Following receipt of a notice of resignation from a Paying Agent, the Issuer or, failing the Issuer, the Guarantor shall promptly, and in any event not less than 30 days before the resignation takes effect, give notice to the Noteholders under Condition 16 (*Notices*). If the Principal Paying Agent shall resign or be removed pursuant to subclauses 22.1 or 22.1(b) above or in accordance with this subclause 22.4, the Issuer and the Guarantor shall promptly and in any event within 30 days appoint a successor approved by the Trustee. If the Issuer and the Guarantor fail to appoint a successor within such period, the Principal Paying Agent may select a leading bank approved by the Trustee to act as Principal Paying Agent hereunder and the Issuer and the Guarantor shall appoint that bank as the successor Principal Paying Agent. The Issuer shall be responsible for all costs in relation to replacement of a successor following termination, including handover costs.
- 22.5 Notwithstanding the provisions of subclauses 22.1 and 22.4, so long as any of the Notes is outstanding, the termination of the appointment of a Paying Agent (whether by the Issuer and the Guarantor or by the resignation of the Paying Agent) shall not be effective unless upon the expiry of the relevant notice there is:
- (a) a Principal Paying Agent;
  - (b) at least one Paying Agent (which may be the Principal Paying Agent) having its specified office in a European city which so long as the Notes are listed on the Luxembourg Stock Exchange, shall be Luxembourg or such other place as the Commission de Surveillance du Secteur Financier may approve; and
  - (c) a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer or the Guarantor is incorporated.
- 22.6 Notwithstanding any other provision in this Agreement, if the Issuer determines, in its sole discretion acting reasonably, that it will be required to withhold or deduct any FATCA Withholding in connection with the next scheduled payment and such FATCA Withholding would not have arisen but for an Agent not being or having ceased to be a person to whom payments are free from FATCA Withholding, the Issuer will be entitled, but not obliged, to terminate appointment of the Paying Agent without notice and such termination will be effective from any such time specified in writing to such Agent.
- 22.7 Any successor Agent shall execute and deliver to its predecessor, the Issuer, the Guarantor and, where appropriate, the Paying Agent an instrument accepting the appointment under this Agreement, and the successor Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as an Agent.
- 22.8 If the appointment of a Paying Agent under this Agreement is terminated (whether by the Issuer and the Guarantor or by the resignation of the Paying Agent), the Paying Agent shall on the date on which the termination takes effect deliver to its successor Paying Agent (or, if none, the Principal Paying Agent) all Notes and Coupons surrendered to it but not yet destroyed and all records concerning the Notes and Coupons maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Paying Agent (or, if none, to the Principal Paying Agent) the amounts (if any) held by it in respect of Notes or Coupons

which have become due and payable but which have not been presented for payment, but shall have no other duties or responsibilities under this Agreement.

- 22.9 If the Principal Paying Agent or any of the other Paying Agents shall change its specified office, it shall give to the Issuer, the Guarantor, the Trustee and, where appropriate, the Principal Paying Agent not less than 45 days' prior written notice to that effect giving the address of the new specified office. As soon as practicable thereafter and in any event at least 30 days before the change, the Principal Paying Agent shall give to the Noteholders on behalf of and at the expense of the Issuer or, failing the Issuer, the Guarantor notice of the change and the address of the new specified office under Condition 16 (*Notices*).
- 22.10 A corporation into which any Agent for the time being may be merged or converted or a corporation with which the Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Agent shall be a party shall, to the extent permitted by applicable law, be the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any merger, conversion or consolidation shall forthwith be given to the Issuer, the Guarantor, the Trustee and, where appropriate, the Principal Paying Agent.

### **23. MEETINGS OF NOTEHOLDERS**

- 23.1 The provisions of the Third Schedule to the Trust Deed shall apply to meetings of the Noteholders and shall have effect in the same manner as if set out in this Agreement.
- 23.2 Without prejudice to subclause 23.1, each of the Paying Agents shall, on the request of any holder of Notes, issue Voting Certificates and Block Voting Instructions together, if so required by the Trustee, with reasonable proof satisfactory to the Trustee of their due execution on behalf of the Paying Agent under the provisions of the Third Schedule to the Trust Deed and shall forthwith give notice to the Issuer and the Trustee of any revocation or amendment of a Voting Certificate or Block Voting Instruction. Each Paying Agent shall keep a full and complete record of all Voting Certificates and Block Voting Instructions issued by it and shall, not less than 24 hours before the time appointed for holding any meeting or adjourned meeting, deposit at such place as the Trustee shall designate or approve full particulars of all Voting Certificates and Block Voting Instructions issued by it in respect of any meeting or adjourned meeting.

### **24. DEFINITIONS**

As used herein:

- (a) the expression **Trustee** means and includes any trustee or trustees under the Trust Deed;
- (b) the expressions **Principal Paying Agent, Paying Agents** and **Agents** mean and include each Principal Paying Agent, Paying Agent and Agent from time to time appointed to exercise the powers and undertake the duties hereby conferred and imposed upon the Principal Paying Agent, Paying Agents and Agents and notified to the Noteholders in accordance with clause 22; and
- (c) the expression **specified office** means the offices specified in clause 25 or such other specified offices as may from time to time be duly notified pursuant to that clause.

## 25. NOTICES

Any notice required to be given under this Agreement to any of the parties shall be in English and shall be delivered in person, sent by pre-paid post (first class if inland, first class airmail if overseas) or by facsimile addressed to:

The Issuer: **Hellenic Petroleum Finance plc**  
8<sup>th</sup> Floor  
20 Farringdon Street  
London EC4A 4AB  
United Kingdom

Facsimile No: + 44 (0)20 7832 4901  
Attention: Nita Savjani / Director  
c.c. + 30 210 6302146 / 6302986  
Attention: Panos Shiatis / Director

The Guarantor: **Hellenic Petroleum S.A.**  
8A, Chimaras Str.  
151 25 Maroussi  
Greece

Facsimile No: +30 210 6302146 / 6302987  
Attention: Vasilis Tsaitas/ Head Of Investor  
Relations

The Trustee: **BNY Mellon Corporate Trustee Services Limited**  
One Canada Square  
London E14 5AL

Facsimile No: +44 207 964 2509  
Attention: Trustee Administration Manager  
(Hellenic Petroleum Finance plc)

The Principal Paying Agent : **The Bank of New York Mellon**  
One Canada Square  
London E14 5AL

Facsimile No: +44 207 964 2536  
Copy to Fax: +44 1202 689660  
Attention: Corporate Trust Administration  
(Hellenic Petroleum Finance plc)

or such other address of which notice in writing has been given to the other parties to this Agreement under the provisions of this clause.

Any such notice shall take effect, if delivered in person, at the time of delivery, if sent by post, three days in the case of inland post or seven days in the case of overseas post after despatch, and, in the case of facsimile, 24 hours after the time of despatch, provided that in the case of a notice given by facsimile transmission such notice shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice given by facsimile.

## **26. TAXES AND STAMP DUTIES**

The Issuer or, failing the Issuer, the Guarantor agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Agents.

## **27. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

## **28. DESCRIPTIVE HEADINGS**

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions of this Agreement.

## **29. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

29.1 The provisions of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be construed in accordance with, English law.

29.2 Subject to subclause 29.4 below, each of the Issuer and the Guarantor irrevocably agrees for the benefit of the Paying Agents and the Trustee that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement (including any dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and accordingly submit to the exclusive jurisdiction of the English courts. The parties agree that the place of performance for the obligations expressed to be undertaken pursuant to this Agreement shall be London, England.

29.3 Each of the Issuer and the Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

29.4 The Paying Agents and the Trustee may take any suit, action or proceeding arising out of or in connection with this Agreement (together referred to as **Proceedings**) against the Issuer or the Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

29.5 The Guarantor irrevocably and unconditionally appoints Hellenic Petroleum Finance plc at its registered office for the time being as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of it ceasing so to act it will appoint such other person as the Trustee may approve as its agent for that purpose.

## **30. AMENDMENTS**

This Agreement may be amended by all of the parties, without the consent of any Noteholder or Couponholder, either:

- (a) for the purpose of curing any ambiguity or of curing, correcting or supplementing any manifest or proven error or any other defective provision contained in this Agreement; or
- (b) in any other manner which the parties may mutually deem necessary or desirable and which shall not be inconsistent with the Conditions and shall not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders.

**31. SEVERABILITY**

If any provision in or obligation under this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (i) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Agreement, or (ii) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Agreement.

**32. THIRD PARTY RIGHTS**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists apart from that Act.

**33. ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the parties hereto (the **Parties**) relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

**SIGNED** by each of the parties (or their duly authorised representatives) on the date which appears first on page 1.

**SIGNATORIES**

*Issuer*

**Hellenic Petroleum Finance plc**

By: NITA SAVJANI  
DIRECTOR



*Guarantor*

**Hellenic Petroleum S.A.**

By:

By:

*Principal Paying Agent*

**The Bank of New York Mellon**

By:

*Trustee*

**BNY Mellon Corporate Trustee Services Limited**

By:

**SIGNATORIES**

*Issuer*

**Hellenic Petroleum Finance plc**

By:

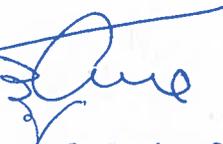
*Guarantor*

**Hellenic Petroleum S.A.**

By:

  
Panos Shiatis

By:

  
STEFANOS PAPAIMITRIOU

*Principal Paying Agent*

**The Bank of New York Mellon**

By:

*Trustee*

**BNY Mellon Corporate Trustee Services Limited**

By:

**SIGNATORIES**

*Issuer*

**Hellenic Petroleum Finance plc**

By:

*Guarantor*

**Hellenic Petroleum S.A.**

By:

By:

*Principal Paying Agent*

**The Bank of New York Mellon**

By:



**Arunima Misra  
Authorised Signatory**

*Trustee*

**BNY Mellon Corporate Trustee Services Limited**

By:



**Anthony Edet  
Authorised Signatory**