

**Draft Resolutions of the 28th Annual General Meeting
of the Shareholders of the Société Anonyme
MYTILINEOS HOLDINGS S.A. (the "Company")
of 07.06.2018
General Commercial Register (GEMI) No.: 757001000**

Item 1: Ratification of new Member to the Board of Directors in replacement of a resigned member - Election of new Board of Directors and appointment of the Board's independent members.

The Chairman informed the General Meeting of the resignation, by virtue of the letter dated 18.09.2017, of the member of the Board of Directors, Mr. Wade Burton, elected with the decision of the Regular General Assembly dated 01.06.2017. The Chairman then invited the General Meeting to ratify the decision of the Board of Directors dated 18.09.2017 regarding the election of Mr. George Chryssikos son of Konstantinou as non-executive member of the Board of Directors in replacement of the abovementioned resignation. The General Assembly, following a valid vote, ratified the decision of the Board of Directors dated 18.09.2017 concerning the election of Mr. George Chryssikos as non-executive member of the Board of Directors in place of the resigned member, Mr. Wade Burton.

Following a relevant proposal by the current Board of Directors, the General Meeting is invited to elect, for a term of office of four years, a new Board of Directors whose composition should take account of the Company's needs following the completion of the corporate transformation through its merger by absorption with the subsidiaries "METKA INDUSTRIAL - CONSTRUCTION SOCIÉTÉ ANONYME", "ALUMINIUM OF GREECE INDUSTRIAL AND COMMERCIAL SOCIÉTÉ ANONYME", "PROTERGIA POWER GENERATION AND SUPPLIERS SOCIÉTÉ ANONYME" AND "PROTERGIA AGIOS NIKOLAOS POWER SOCIÉTÉ ANONYME OF GENERATION AND SUPPLY OF ELECTRICITY"

From the Board members currently in office, four (4) members, Messrs. Ioannis Mytilineos, George-Fanourios Kontouzoglou, Sofia Daskalaki and Apostolos Georgiadis will not stand as candidate Board members again. In accordance with the relevant recommendation of the Board of Directors, it is proposed in the General Meeting the renewal of the term (re-election) of Messrs. Evangelos Mytilineos, Christos Zerefos and George Chryssikos and the election of eight (8) new Board members, Messrs. Spyridon Kasdas, Evangelos Chrisafis, Dimitris Papadopoulos, Panagiota Antonakou, Emmanouil Kakaras, Konstantina Mavraki, Ioannis Petridis and Alexios Pilavios, who have been selected with a view to strengthening the independence of the Board of Directors as well as its diversity, with the participation of persons with the requisite knowledge, skills, expertise and professional background.

The brief CVs of the above proposed candidate Board members are available on the Company's website, <http://www.mytilineos.gr/en-us/general-meetings/of-mytilineos-shareholders>

In the opinion of the Board of Directors, the following proposed Board members, i.e. Messrs. Panagiota Antonakou, Christos Zerefos, Emmanouil Kakaras, Konstantina Mavraki, Ioannis Petridis, Alex Pilavios and George Chryssikos, satisfy the criteria on independence laid down by Law 3016/2002 on corporate governance. Therefore, in approving their election the General Meeting is invited, as the competent body, to also appoint them as independent Board members:

1.1 Evangelos Mytilineos, son of George

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Evangelos Mytilineos, son of George.

1.2 Spyridon Kasdas, son of Dimitris

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Spyridon Kasdas, son of Dimitris.

1.3 Evangelos Chrisafis, son of George

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Evangelos Chrisafis, son of George.

1.4 Dimitris Papadopoulos, son of Sotiris

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Dimitris Papadopoulos, son of Sotiris.

1.5 Panagiota Antonakou, daughter of Leonidas

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Panagiota Antonakou, daughter of Leonidas and her appointment as independent Board Member.

1.6 Christos Zerefos, son of Stylianos

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Christos Zerefos, son of Stylianos and his appointment as independent Board Member.

1.7 Emmanouil Kakaras, son of Konstantinos

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Emmanouil Kakaras, son of Konstantinos and his appointment as independent Board Member.

1.8 Konstantina Mavraki, daughter of Nikolaos

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Konstantina Mavraki, daughter of Nikolaos and her appointment as independent Board Member.

1.9 Ioannis Petridis, son of George

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Ioannis Petridis, son of George Directors and his appointment as independent Board Member.

1.10 Alexios Pilavios, son of Andreas

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of Alexios Pilavios, son of Andreas and his appointment as independent Board Member.

1.11 George Chryssikos, son of Konstantinos

The General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, was approved by an absolute majority / unanimous vote, ie with valid votes, the election of George Chryssikos, son of Konstantinos and his appointment as independent Board Member.

Item 2: Granting of permission in accordance with article 23 par. 1 of Codified Law 2190/1920 to the Members of the Board of Directors and to the Company's Managers/Directors to participate in the Board of Directors or in the management of companies pursuing the same or similar purposes.

The General Meeting is invited, following a relevant motion by the Chairman, to grant permission, in accordance with article 23 par. 1 of C.L. 2190/1920, to the Members of the Board of Directors and to the Managers (Executives) of the Company to participate in Boards of Directors or also in the direction Company Companies pursuing the same or similar objects.

Thus, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved the above mentioned by an absolute majority / unanimous vote, ie with valid votes.

Item 3: Election of a member of the Audit Committee in accordance with article 44 of Law 4449/2017.

The Chairman informed the General Meeting that pursuant to article 44 of Law 4449/2017, the Audit Committee is composed of non-executive members of the Board of Directors and of members elected by the General Meeting of the Shareholders, while at least one member of the Audit Committee is a certified auditor-accountant in suspension of his/her professional activity or a retired certified auditor-accountant or possesses adequate knowledge of auditing and accounting. Following a relevant proposal by the Board of Directors, the Chairman motions that the Meeting re-elect Mr Konstantinos Kotsilinis, Business Consultant, member of the Institute of Certified Public Accountants of Greece (SOEL), who complies with the provisions on independence laid down by article 5 of Law 3016/2012 "On corporate governance, board remuneration and other issues", as a member of the Audit Committee, for a term of office up to the expiry of the term of office of the members of the Board of Directors as per the General Meeting's resolution on Item 1 hereof.

Thus, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved the above mentioned by an absolute majority / unanimous vote, ie with valid votes.

Item 4: Submission and approval of the Individual and Consolidated Annual Financial Statements for the financial year 2017 (01.01.2017 - 31.12.2017), of the relevant Board of Directors' and Independent Auditor's reports, and of the Statement of Corporate Governance.

The Chairman of the General Meeting reads to the Shareholders the annual financial statements, as approved by the Company's Board of Directors in its meeting of 27 March 2018, which in accordance with the law were posted on the Company's website, www.mytilineos.gr, as well as on the website of the Athens Exchange. Their publication in General Commercial Register (GEMI) shall be made in accordance with articles 43(b) and 7(b) of Codified Law 2190/1920 within twenty days from their approval of the Ordinary General Meeting. The Chairman of the General Meeting then reads to the Shareholders the Board of Directors' Report to the Annual General Meeting on the Annual Financial Statements as at 31 December 2017, as the said Report was entered in the Minutes of the Board of Directors' meeting of 27.03.2018, the Report (Certificate) of the Certified Auditor of 27.03.2018, the Explanatory Report in accordance with article 4 of Law 3556/2007 and the Statement of Corporate Governance in accordance with article 43(bb) of Codified Law 2190/1920.

In concluding the presentation of the Individual and Consolidated Annual Financial Statements for the financial year 2017 (01.01.2017 - 31.12.2017), of the relevant Board of Directors' and Auditor's Reports, and of the Statement of Corporate Governance in accordance with article 43a par. 3 item (d) of C.L. 2190/1920, the Chairman motions that the General Meeting approve these.

The regular General Meeting, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, i.e. with valid represented shares, approved by an absolute majority / unanimous vote the Individual and Consolidated Annual Financial Statements, the Board of Directors' Report, the Explanatory Report in accordance with article 4 of Law 3556/2007, the Report (Certificate) of the Certified Auditor-Accountant of 27.03.2018, and the Statement of Corporate Governance in accordance with article 43(bb) of Codified Law 2190/1920.

Item 5: Approval of the appropriation of the results for the financial year 2017 (01.01.2017 - 31.12.2017), distribution of dividend and payment fees from the profits in accordance with article 24 par. 1 of C.L. 2190/1920.

The Chairman of the Meeting referred to the proposal of the Board of Directors regarding the appropriation of the results for the financial year 2017 and, more specifically, to the following:

- (a) Distribution to the shareholders of the Company of a dividend in the amount of thirty-two eurocents (€0.32) per share; After deduction of 15% tax withholding, the net payable dividend per share amounts to two hundredths and seventy-two eurocents [€0.272]. As announced by the Company in the Financial Calendar 2018, the proposed coupon cut-off date is 11 June 2017 and the proposed date on which the beneficiaries will be determined is 12 June 2018, while payment of

the dividend to the shareholders shall begin on 15 June 2018. Finally, it is proposed that the Board of Directors be authorised to see to all procedural matters regarding the implementation of this resolution, including selection of the paying bank.

- (b) Payment to the members of the Board of Directors of the Company of a remuneration from the profits realised by the Company in the financial year 2017 (01.01.2017 - 31.12.2017), in accordance with article 24 par. 1 of Codified Law 2190/1920, up to a total amount of six million and three hundred thousand euros €6,300,000.00.

The regular General Meeting, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, i.e. with a majority of% of the shares represented approved by an absolute majority / unanimous vote, the distribution of dividend and payment to members of the Board of Directors of a remuneration from the profits as described above and authorised the Board of Directors to take all actions necessary in order to implement the present resolution, including those relating to the allocation of the respective amounts between the members of the Board of Directors of the Company and the determination of any other relevant terms regarding such payment.

Item 6: Discharge of the Members of the Board of Directors, the Auditors and the signatories of the Company's Financial Statements from any liability for damages for activities during the financial year 2017.

The Chairman invited the General Meeting to approve the activities of the financial year 2017 and to discharge the Members of the Board of Directors, the independent auditors and the signatories of the Financial Statements of the Company from any related liability for damages.

Thus, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, decided by an absolute majority / unanimous vote, ie with valid votes to approve the activities of the financial year 2017 (01.01.2017 - 31.12.2017) and to discharge the Members of the Board of Directors, the independent auditors and the signatories of the Financial Statements of the Company from any liability for damages for the said activities.

Item 7: Election of regular and alternate certified Auditors for the audit of the Financial Statements for the current financial year as per the IAS, and determination of their fee.

Following a relevant proposal by the Audit Committee to the Board of Directors, the Chairman motioned that the regular audit of the Company's individual and consolidated financial statements for financial year 2018 (01.01.2018 - 31.12.2018) as well as the review of the interim financial statement for the period 01.01.2018 – 30.06.2018 to be assigned to the Auditing Firm GRANT THORNTON S.A., having its registered office in Paleo Faliro (56 Zefyrou Street) and registered with the Special Register of article 13 par. 5 of Presidential Decree (P.D.) 226/1992 under SOEL Reg. No. 127, for an annual fee of three hundred thousand and twenty-five Euro (€325,000) exclusive of V.A.T., in accordance with the relevant offer which the above auditing firm has submitted to the Company. For the issue of the Annual Tax Certificate, the fee of the above auditing firm amounts to two hundred thousand and fifty-two Euro (€252,000), exclusive of V.A.T.

Pursuant to the resolution of the Annual General Meeting of 01.06.2017, the above auditing firm had been appointed as Independent Auditor for the financial year 2017, and its fee had been set to three hundred and twenty-five thousand Euro (€325,000) exclusive of V.A.T., for the regular audit of the Company's individual and consolidated financial statements. In addition, for the issue of the Annual Tax Certificate of the Company, it received a fee of two hundred and twenty-five thousand Euro (€252,000) exclusive of V.A.T. Moreover, during 2017 the above auditing firm provided non-audit consulting services for a total amount of ninety-five thousand Euro (€95,000) exclusive of V.A.T., corresponding to 16.5% of the total fee it received for the financial year 2017.

Following a vote taken in conformity with the law, the General Meeting resolved, with a majority of represented shares and with represented shares abstaining from the vote, i.e. with a majority of% of the shares represented, to assign the regular audit of the Company's individual and consolidated financial statements for the current financial year and the review of the interim financial statements for the period 01.01.2018 – 30.06.2018 to the Auditing Firm GRANT THORNTON S.A., having its registered office in Paleo Faliro (56 Zefyrou Street) and registered with the Special Register of article 13 par. 5 of Presidential Decree (P.D.) 226/1992 under SOEL Reg. No. 127, for an annual fee of three hundred and twenty-five thousand Euro (€325,000) exclusive of V.A.T., in accordance with the relevant offer which the above auditing firm has submitted to the Company. For the issue of the Annual Tax Certificate of the Company, the fee of the above auditing firm is two hundred and twenty-five thousand Euro (€252,000), exclusive of V.A.T.

Item 8: Approval of the remuneration and compensation of the members of the Company's Board of Directors for the financial year 2017 (01.10.2017 - 31.12.2017), in accordance with article 24 par. 2 of Codified Law 2190/1920.

The Chairman then motioned that the General Meeting approve formally the payment to the members of the Board of Directors of the remuneration which had been pre-approved

- (a) by last year's General Meeting for the financial year 2017 (01.01.2017 - 31.12.2017). In particular, the pre-approved total amount was seven hundred and eighty thousand six hundred and sixty Euro (€780,660) gross and the amount finally paid was seven hundred and eighty thousand six hundred and sixty Euro (€780,660),
- (b) the last years' General Meeting dated 06.06.2017 of the absorbed company "ALUMINIUM OF GREECE INDUSTRIAL AND COMMERCIAL SOCIÉTÉ ANONYME", of which the Company is a universal successor, for the fiscal year 01.01.2017 to 31.12.2017. In particular, a fee was pre-approved to the members of the said company up to the amount of one hundred and thirty-five thousand, eight hundred and forty-seven euros and forty cents (€135,847.40) gross for the year 01.01.2017 to 31.12.2017 and finally the amount of one hundred thirty-five thousand eight hundred and forty- seven euros and forty cents (€135,847.40).

The General Meeting, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, i.e. withvalid votes of the shares represented, approved by an absolute majority / unanimous vote the fees paid to (a) the members of the Board of Directors of the Company during the previous financial year 2017 for the services they offered to the Company, and (b) the members of the Board of Directors of the absorbed company "ALUMINIUM OF GREECE INDUSTRIAL AND COMMERCIAL SOCIÉTÉ ANONYME", of

which the Company is a universal successor, during the past financial year 2017 for the services offered to this company.

Item 9: Approval of contracts as per article 23a of C.L. 2190/1920.

9.1. Approval of contracts between the Company and its affiliate MFP

The Chairman of the General Meeting took the floor and reported that, in order to serve and promote the Company's objects, the Company concluded with its wholly-owned (100%) subsidiary MYTILINEOS FINANCIAL PARTNERS S.A., which comes under the parties defined in article 23a, par. 5 of Codified Law 2190/1920, as in force, the intra-Group contracts listed below, which must be approved by the General Meeting. In addition to being absolutely necessary, these contracts also help serve and promote the Company's objects, and their terms are those that prevail in the market in similar cases. Thus, profit is anticipated and the corporate object is promoted:

- a) amended on 02.08.2017 the common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company of 03.08.2011 amounting to €30,000,000,
- b) amended on 01.02.2017 the common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company of 06.02.2012 amounting to € 36,000,000,
- c) amended on 11.07.2017 the common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company of 12.07.2012 amounting to €17,000,000,
- d) amended on 02.08.2017 the common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company of 01.08.2013 amounting to €5.500.000,
- e) amended on 23.04.2017 the common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company of 04.01.2016 amounting to €3,800,000,
- f) on 24.03.2017 a common intra-group loan was granted by MYTILINEOS FINANCIAL PARTNERS to the Company amounting to €7,000,000, fully repaid on 28.09.2017 and
- g) a common intra-group loan from MYTILINEOS FINANCIAL PARTNERS to the Company was granted on 08.05.2017 amounting to €1,500,000, which was fully paid on 28.09.2017.

In concluding his presentation, the Chairman motioned that the General Meeting approve all of the contracts listed above.

Following the above, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved all contracts concluded between the Company and MYTILINEOS FINANCIAL PARTNERS S.A.

9.2. Approval of a contract for the provision of services between the Company and the CEO

Following a relevant proposal by the Board of Directors, the Chairman reported that after the completion of the corporate transformation in 2017, the Company's needs at the top managerial and executive level have witnessed a structural change and an increase in quantity and quality and, therefore, it is necessary to redefine the type of employment and the scope of services offered by the CEO, Mr Evangelos Mytilineos, who comes under the parties defined in article 23a par. 5 of Codified Law 2190/1920, as in force, and it is therefore necessary for the Meeting to approve the

conclusion of the said contract and its terms, as these are described in the draft given below:

[Unofficial Translation in English from the original text in Greek]

“Service Contract

In Maroussi, Attica, on of year 2018, the below named parties (hereinafter referred to as the «Parties» or «Contracting Parties»):

the corporation under the name MYTILINEOS HOLDINGS S.A., having its registered office in Maroussi, Attica (Postal Code 15125) at 5-7, Patroklou Street, Tax Identification No. 094316669 / The Athens Tax Office for Corporations, legally represented for the purposes hereof by Messrs. Ioannis Nik. Kalafatas, Chief Finance Officer (ID Card No. AZ 556040/18.1.2008) and Fotios Spyr. Spyraeos, Chief of Staff (ID Card No. Σ 267348/1.11.1996), acting herein by virtue of special authorization granted to them under the resolution adopted on by the Board of Directors (Minutes No.) (hereinafter referred to as the «Company»), on one part

and Mr. Evangelos Mytilineos, father’s name: Georgios, a resident of Attica, at, Tax Identification No., ID Card No. (hereinafter referred to as «Mr. Mytilineos»), on the other part,

stated, mutually and unconditionally accepted and agreed as follows:

The contractual relationship – Description and distinctions

1. *The Parties have entered into an indefinite term employment contract dated 07.01.1994, effective as from 01.01.1994; by virtue of the said contract, Mr. Mytilineos has been providing his services to the Company, discharging the functions and authorities of Chief Executive Officer (in Greek “Γενικός Διευθυντής”). The content of the essential terms of the contract, as applicable at the time, were notified in writing by the Company to Mr. Mytilineos on 16.11.2005, in conformance with Presidential Decree 156/1994. The contract was amended, in respect of the annual earnings amount, by virtue of the “Private Agreement – Amendment of Indefinite Term Employment Contract” dated 01.07.2015, and as to the rest has been in effect to this day.*

2. *In parallel, and independent of the said contract, Mr. Mytilineos is a member of the Board of Directors of the Company as of its incorporation in 1990, holding since 14.04.1994 the office of BoD Chairman and Managing Director (in Greek “Διευθύνων Σύμβουλος”). The powers vested in him as well as the activities he has been engaging in in the said post are separate in scope and distinguished from the services he provided under the said contract.*

3. On 06.07.2017, Decision under Ref. No. 75634/06.07.2017 issued by the Ministry of Economy & Development was entered in the General Commercial Register (GEMI) under Entry ID No. 1111692, approving the merger by absorption of the companies "METKA INDUSTRIAL – CONSTRUCTION SOCIETE ANONYME", "ALUMINIUM OF GREECE INDUSTRIAL AND COMMERCIAL SOCIETE ANONYME", "PROTERGIA POWER GENERATION AND SUPPLIES SOCIETE ANONYME" and "PROTERGIA AGIOS NIKOLAOS POWER SOCIETE ANONYME OF GENERATION AND SUPPLY OF ELECTRICITY" by and into the Company, in conformance with the provisions of articles 69-78 of Codified Law 2190/1920 and Law 4438/2016 (hereinafter referred to as the «Corporate Restructuring»). Due to the fact that the corporate needs, on a top management and executive level, have changed from a structural viewpoint and have been enhanced in terms of quality and quantity following the Corporate Restructuring, it has become necessary to redefine the type of engagement and the scope of services of Mr. Mytilineos, and respectively the conditions of provision of same, governed so far by the indefinite term employment contract dated 01.01.1994. For this reason the Parties, with a mind to redefining the nature, terms and scope of their contractual relationship, agree to the termination of the indefinite term employment contract dated 01.01.1994 by and as from the coming into force of the present contract, and the continuation of the cooperation of the Company with Mr. Mytilineos by virtue of the present service contract. The present service contract is new and independent of the contract applicable thus far and is agreed to be of an indefinite term, starting on 2018. In all cases, given that the services constituting the subject matter of the present contract are separate from the authorities which under the law and the Articles of Association have been fulfilled by Mr. Mytilineos in his capacity as Chairman of the Board of Directors and Managing Director, as was also the case in the contract dated 01.01.1994 applicable thus far, the Parties express their explicit mutual intention to not make them subject to the legal framework governing the relationship of the legal entity with its management officials, notwithstanding that remuneration is being paid for it.

4. The Contracting Parties recognize the indefinite term employment contract dated 01.01.1994 as being fully valid and effect throughout the term during which it was applicable. The Company in this respect expressly and unconditionally states the following: a) by virtue of the contract dated 01.01.1994, Mr. Mytilineos truly offered to the Company services as Chief Executive Officer, which were independent and separate from the office he held and the functions he fulfilled as a Chairman of the Board of Directors and Managing Director; b) in his capacity of Chief Executive Officer, Mr. Mytilineos had a decisive contribution to the increase of capitalization, profit-making of the Company, the creation and retention of thousands of jobs of quality employment and, in general, the advancement of the Company and the companies in which the Company has a participating interest to their current position, to the benefit of shareholders, employees and National

Economy; c) recognizes the time period from 01.01.1994 through this day as time of provision of services and offering to the Company, for the purposes of all effects under law and contract.

Description of the subject matter of the contract

5. In view of the fact that Mr. Mytilineos has extensive knowledge and experience in the planning, development and management of business actions, the Company assigns to him, and he undertakes to provide to the Company, services including but not limited to the following:

a) Provision of advice, recommendations on beneficial development opportunities and care for the substantiation of decisions on matters of strategic planning, business action and coordination on a Company level and on a level of the companies in which the Company has a participating interest;

b) General oversight of the financial planning of the Company and the companies in which the Company has a participating interest, as well as of the related figures, formulation of the development and investment plan, oversight of the application and the progress of implementation of the above;

c) General oversight of the management and operation of the Company and the companies in which the Company has a participating interest, particularly in terms of the business objects, the organizational structure and the industrial (labor) relations.

d) Oversight and coordination of the operation of the Business Units (BUs) and Central Support Functions of the Company, in cooperation with the competent management executives. In this context, Mr. Mytilineos' authorities include, as an indication, the following: a) he chairs the monthly sessions of the Executive Committee, formulating the strategy and the direction of the Company, takes strategic decisions, inspects the performance of the Company, etc.; b) he oversees support committees and officials (financial, capital placement, energy and regulatory affairs, etc.); c) he chairs the individual committees in BU Metallurgy, Energy and Construction.

e) Evaluation of the performance of top executives of the Company and the companies in which the Company has a participating interest and submission of recommendations to the Board of Directors of the Company concerning the conclusion or termination of their employment contracts.

f) Submission, to the Boards of Directors of the Company or/and other affiliates, of proposals in matters relevant to efficient management, the effective handling of business in conformance with the law as well as the optimal exploitation of their assets and resources; resolution of problems and conflicts of interest in the pursuits

of the various business actions of the divisions of the Company and of companies in which the Company has a participating interest, setting of priorities with a mind to the Company's overall and long-term benefit, and laying the groundwork for relevant recommendations to the Board of Directors of the Company.

6. *The holding in parallel, by Mr. Mytilineos, of an office in the Board of Directors of the Company or other companies in which the Company has a participating interest, even in the capacity of Managing Director, vested or not with the power to represent the legal entity, and the receiving of any remuneration for the said office, is a relationship under the law which is independent of the present contract and its subject matter. The capacity of member of a corporate body is from a legal viewpoint self-existent and independent compared to the present and the powers undertaken hereunder and does not preclude the right afforded to the Company hereunder to require of Mr. Mytilineos to fulfill the obligations assumed hereunder, throughout the term hereof, irrespective of whether or not Mr. Mytilineos shall retain the capacity of member of a corporate body or the power to represent the Company.*

Place, manner, time of services provision

7. *Mr. Mytilineos shall provide his services in principle at the head office of the Company, currently located in Maroussi, Attica; he shall furthermore travel within Greece and abroad whenever so imposed by the needs of the Company.*

8. *In case of business travel, the Company shall bear Mr. Mytilineos' costs of travel and accomodation in conformance with the relevant corporate policy and procedures applicable to top management.*

9. *Mr. Mytilineos shall provide his services during such days and hours as necessary for the due performance of the contractual obligations, not being subject to limitations in connection with working hours or other restrictions. Therefore, legislation provisions on working time limits, holidays, etc. and remuneration therefor, are not applicable to the present contractual relationship. Furthermore, Mr. Mytilineos is not subject to the provisions on annual leave; however, his absence from the Company for rest purposes, shall not affect the amount of the contractual fee.*

10. *The services being the subject of the present contract shall be provided by Mr. Mytilineos personally. The Company may not assign to a third party its claim to the services that it acquires as against Mr. Mytilineos by virtue of the present without his consent in writing.*

11. *Mr. Mytilineos shall advise the Board of Directors and the General Meeting of Shareholders of the Company on matters relevant to the services he hereby undertakes to provide.*

Fees

12. *Mr. Mytilineos' annual fee for the provision of the contractual services is agreed to the amount of one million five hundred thousand Euros (€1'500'000.00), is subject to all deductions prescribed by law and may be readjusted upon an agreement to this effect having regard to the results of the Company and the applicable corporate policy on remunerations.*

Mr. Mytilineos is also entitled to receive bonus pursuant to the applicable corporate policy on remunerations.

The above fees:

- (a) May be paid in whole or in part from the Company's profits, and*
- (b) Are not related and are independent from other fees that Mr. Mytilineos may receive (from the Company's profits or otherwise) for his holding of an office in the Board of Directors of the Company, as a Chairman or Managing Director thereof.*

Specific obligations undertaken by Mr. Mytilineos

Loyalty and Confidentiality

13. *Mr. Mytilineos shall observe confidentiality with regard to the affairs of the Company concerning all matters falling within the scope of his powers, authorities and functions under the present contract. All information relevant to the organization, financial position, litigation or other disputes, the corporate object, the operation, the development and investment strategy and the transactions of the Company or other company in which the Company has a participating interest, is considered to be confidential information. This obligation shall be incumbent on Mr. Mytilineos during the term of the contract as well as after the expiration hereof.*

14. *Given his prominent position and the relation of personal trust and confidence that underlies it, Mr. Mytilineos incurs an enhanced obligation of loyalty to the Company. This means that he is required to act always with a mind to safeguarding the interests of the Company.*

No competition and conflict of interest

15. *Mr. Mytilineos is required to abstain from engaging, either personally or through another person, in actions competitive to the activities of the Company. This obligation covers in geographical scope all countries in which the Company exercises business activities or has interests via another company and is valid throughout the term of this contract and, provided the compensation set out in paragraph 20 et seq. hereof has been paid to Mr. Mytilineos, for a term of five (5)*

years following its termination. The Company reserves the right to specify the individual terms or limit the scope of this obligation and/or release Mr. Mytilineos, by means of a written statement to this effect, from the obligation to refrain from competitive actions for the time period after the expiration of the contract.

16. For the purpose of avoiding any conflict of interest and competitive actions, Mr. Mytilineos shall notify the Company when a person related to him exercises managerial functions or is howsoever interested in a competitive legal entity or a vendor or customer of the Company or another affiliated undertaking.

17. It is understood that participation in management or the representation of companies in which the Company has a participating interest do not fall under the above restrictions; accordingly, no restriction is imposed on the right of Mr. Mytilineos to hold or acquire stock or other securities in any company listed in a recognised Stock Exchange or his right to invest in any bona fide business entity.

Termination of Contract and Compensation

18. The present contract may be terminated on any lawful grounds by either Contracting Party, in conformance with the terms and formalities set out in the applicable legislation.

19. After the termination of the contract Mr. Mytilineos is required to return to the Company all printed and digital material owned by the Company and relating to Company affairs. This obligation does not extend to material from the personal records of Mr. Mytilineos.

20. In case of termination of the present contract by the Company at any time and on any grounds, the Company undertakes to pay to Mr. Mytilineos termination pay (compensation), the amount of which is agreed to be calculated at five per cent (5%) of that one of the following (a) and (b) bases of calculation which yields the higher value:

either (a) The positive difference (increase) of the Capitalization of the Company from the day the Company shares were listed for trading in the Athens Stock Exchange until the day prior to the termination date of this contract,

or (b) The positive difference (increase) of the Capitalization of the Company in the last three years prior to the termination of this contract, i.e. the amount of Capitalization on the day prior to the termination date of this contract less the amount of Capitalization on the respective date three years prior to the termination, such difference multiplied by the factor that results from the ratio of EBITDA (earnings before interest, tax, depreciation and amortization) in the last published balance sheet of the Company prior to the termination of this contract to EBITDA of one prior to last (compared to the termination time) balance sheet of the

Company. The said factor shall be taken into account when higher than or equal to one (≥ 1), otherwise and when less than one (< 1), it shall be taken to be equal to 1.

For the purposes hereof, «Capitalization» is understood to mean the market value of the shares of the Company, being equal to the product of the total number of shares issued by the Company by their current market value (closing price at each relevant date).

The said compensation is agreed to be paid once off in full, its being paid in installments being expressly excluded, without prejudice to any mutual agreement by the Parties to the contrary.

21. It is agreed that termination by the Company has occurred and accordingly termination pay is due in case the Company unilaterally amends or expresses the intention, explicitly or tacitly, to unilaterally amend the cooperation framework as agreed herein or any term hereof or fails to fulfill or expresses the intention, explicitly or tacitly, to not fulfil its obligations under the present contract. A unilateral act is an act to which Mr. Mytilineos has not consented to in writing.

22. The compensation (termination pay) set out in paragraph 20 above shall also be paid by the Company in case the contract is terminated by Mr. Mytilineos, provided a change has occurred or is likely –as per Mr. Mytilineos’ reasonable judgment– to occur, directly or indirectly and in whatever manner, to the actual control and management of the Company. For the purposes hereof, a change to the actual control and management of the Company has occurred, as an indication, in case of an acquisition or merger when the Company is not the acquiring or absorbing entity, in case any person (or legal entity) other than Mr. Evangelos Mytilineos, father’s name: Georgios, and/or his children and/or legal entities in which all or any of the above directly or indirectly holds a majority of shares ($> 50\%$), acquires a stake equal or higher than the shareholding that the above persons have in the share capital of the Company, as well as in case the above persons no longer have the power to appoint the majority of members to the Board of Directors of the Company, in case the management of the Company is assigned to a third party, etc. After the lapse of three (3) years following the effective date of this contract, the said termination pay is paid in case of termination of the contract by Mr. Mytilineos for any reason, even if the conditions set out in the preceding sentences are not applicable. This will also be the case (i.e. termination pay shall be paid without the above conditions being met) when the contract is terminated at any time either by contrary action (*actus contrarius*) of the Contracting Parties or by consensual termination or due to Mr. Mytilineos’ serious illness or permanent inability to work or due to his death.

23. The compensation (termination pay) referred to above shall not be subject to the quantitative limitation set out in paragraph 5, para. 1, item (b) of Law 3198/1955, or to any other legislative limitation. In all cases, the Company expressly and unconditionally waives the right to invoke the limitation laid down in

the said law provisions (should it be considered that the termination pay falls within the scope of such legislation), or other related restrictions or formalities. The Parties state that the present contract is the independent legal grounds and cause of the said compensation and the said compensation is therefore due irrespective of the legal designation of the contract.

24. In determining the amount of the said compensation, the Parties gave due consideration to Mr. Mytilineos' long and decisive contribution to the growth of the Company, the key and critical character of the duties, functions and services that he has been called to undertake and provide, as more specifically detailed herein, and due account was also taken of the specific obligations of loyalty and non competition undertaken by Mr. Mytilineos for the full term hereof and for the time after any termination hereof, respectively.

Final provisions

25. The Company undertakes to submit the present contract to the prior approval of the General Meeting, in conformance with the provisions of article 23^a of Codified Law 2190/1920, in a timely manner prior to its execution and its entry into effect.

26. All, without exception, the amendments to the present contract shall be effected and documented solely and exclusively in writing. This is also the case when the present condition about the written form requirement is to be waived.

27. All terms of the present contract are essential. In case any of the terms hereof is determined to be invalid for any reason, such invalidity shall not result in invalidity for the entire contract, but rather the Contracting Parties shall be required to amend the present accordingly; otherwise, and should the Parties fail to reach an agreement in this respect, this shall be done by fair judgment by the body competent for the resolution of disputes between the Parties, pursuant to the provisions of clause 29 below.

28. The present contract and any dispute to arise in the future from or in relation to it shall be governed by and construed according to Greek Law.

29. The Contracting Parties agree to refer to arbitration any dispute that might arise in connection with the present contract. Arbitration shall be held in Geneva, in the Greek language, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC Rules of Arbitration). The arbitration panel shall consist of three members: two arbitrators appointed by each of the contracting parties and one umpire appointed either by agreement of the parties or, otherwise and in case of disagreement in this respect by the parties, he/she shall be selected by the International Court of Arbitration (from the ICC list). In case that any of the arbitrators is not Greek, it shall be possible for the arbitration proceedings to be conducted in the English language upon agreement of the parties.

30. *This contract was prepared in two original counterparts, one for each Contracting Party, and signed as follows”.*

Thus, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved the contract between the Company and the CEO Mr Evangelos Mytilineos.

Item 10: Approval of the establishment of a special reserve account using funds from the “retained earnings” account, for the purpose of covering the Company's own participation in the framework of the investment plan involving the construction of a wind park with an initial output capacity of 13.8 MW.

The Chairman of the General Meeting took the floor and referred to the resolution of the Board of Directors of the Company of 26.03.2018, on the submission of an application for amendment of Decision 44006/ΘΠΕ/6/00050/Σ/Ν.3908/2011/16.10.2012 of the Minister of Development, Competitiveness, Infrastructures, Transport and Networks, concerning the inclusion under the provisions of Law 3908/2011 of the Company's investment plan involving the construction of a wind park with an initial output capacity of 13.8 MW in the “Megalo Vouno - Anemomylos” locality of the Akraifnia Municipal Unit in the Municipality of Orchomenos, in the Regional Unit of Viotia (the “Project”). According to the above resolution of the Board of Directors, the decision was made to submit a request for changing the Project's financing mechanism, which is exclusively by subsidy and the Company's own participation using its own funds, and to propose that the General Meeting of the shareholders approve the establishment of a special reserve account with the transfer of an amount up to thirteen million four hundred and twenty five thousand Euro (€13,425,000) from retained earnings available as at 31.12.2107, in order for this amount to be used as the Company's own participation as the Project owner, and to cover at least 89.5% of the final approved cost of the investment, as this shall result following the audit and the completion of the investment plan in accordance with the provisions of Law 3908/2011, as in force.

Thus, the General Meeting of the shareholders of the Company, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved the establishment of a special reserve account, with the transfer of an amount up to thirteen million four hundred and twenty-five thousand Euro (€13,425,000) from retained earnings, as per the above.