

FIRST SUPPLEMENTAL INDENTURE FOR NOTE GUARANTEE

This First Supplemental Indenture, dated as of December [30], 2019 (this “*Supplemental Indenture*”), among Olinda Star Ltd. (in provisional liquidation), a company limited by shares incorporated under the laws of the British Virgin Islands (“*Olinda Star*”), and Serviços de Petróleo Constellation S.A., a company organized under the laws of Brazil (together with Olinda Star, the “*Additional Subsidiary Guarantors*”, and each an “*Additional Subsidiary Guarantor*”), Constellation Oil Services Holding S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg and registered with the Luxembourg Trade and Companies’ Register under number B163424 (together with its successors and assigns, the “*Company*”) and Wilmington Trust, National Association, as trustee (the “*Trustee*”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Company, the Trustee and the Subsidiary Guarantors named therein (each a “*Subsidiary Guarantor*” and together the “*Subsidiary Guarantors*”) have heretofore executed and delivered an Indenture, dated as of December 18, 2019 (as amended, supplemented, waived or otherwise modified, the “*Indenture*”), providing for the issuance of 10.00% PIK/ Cash Senior Secured Third Lien Notes due 2024 of the Company; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee and the Company are authorized to execute and deliver this Supplemental Indenture to supplement the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Additional Subsidiary Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Unless otherwise defined in this Supplemental Indenture, terms defined in the Indenture are used herein as therein defined.

ARTICLE II AGREEMENT TO BE BOUND; GUARANTEE

Section 2.1 Agreement to be Bound. The Additional Subsidiary Guarantors hereby become parties to the Indenture as Subsidiary Guarantors and as such shall have all of the rights and be subject to all of the obligations and agreements of Subsidiary Guarantors under the Indenture. The Additional Subsidiary Guarantors hereby agree to be bound by all of the provisions of the Indenture applicable to Subsidiary Guarantors and to perform all of the obligations and agreements of Subsidiary Guarantors under the Indenture. In addition, in accordance with Section 4.19 of the Indenture, Olinda Star, shall, within 45 days of the occurrence of the Springing Security Deadline for Olinda Star, cause the Collateral Trustee (for the benefit of the Trustee, the Holders and any other applicable Secured Party) to have valid and perfected first-priority Liens on the Springing Collateral, subject to Permitted Liens, of Olinda Star.

ARTICLE III MISCELLANEOUS

Section 3.1 Notices. Any notice or communication delivered to the Company under the provisions of the Indenture shall constitute notice to the Additional Subsidiary Guarantors.

Section 3.2 Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 3.3 Governing Law, etc. This Supplemental Indenture shall be governed by the provisions set forth in Sections 15.07, 15.13, 15.14 and 15.15 of the Indenture.

Section 3.4 Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.5 Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture.

Section 3.6 Duplicate and Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. One signed copy is enough to prove this Supplemental Indenture. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be an original, but all of them together represent the same agreement.

Section 3.7 Headings. The headings of the Articles and Sections in this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered as a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 3.8 The Trustee. The recitals in this Supplemental Indenture are made by the Company and the Additional Subsidiary Guarantors only and not by the Trustee, and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like effect as if set forth herein in full. The Trustee makes no representations or warranties as to the correctness of the recitals contained herein, which shall be taken as statements of the Company, or the validity or sufficiency of this Supplemental Indenture and the Trustee shall not be accountable or responsible for or with respect to nor shall the Trustee have any responsibility for provisions thereof. The Trustee represents that it is duly authorized to execute and deliver this Supplemental Indenture and perform its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CONSTELLATION OIL SERVICES
HOLDING S.A., as the Company

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Stub Notes Supplemental Indenture (Olinda _ SPC Note Guarantee)]

OLINDA STAR LTD. (IN PROVISIONAL
LIQUIDATION), as Additional Subsidiary
Guarantor

By: _____
Name:
Title:

[Signature Page to Stub Notes Supplemental Indenture (Olinda _ SPC Note Guarantee)]

SERVIÇOS DE PETRÓLEO
CONSTELLATION S.A., as Additional
Subsidiary Guarantor

By: _____

Name:

Title:

[Signature Page to Stub Notes Supplemental Indenture (Olinda _ SPC Note Guarantee)]

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Trustee, Registrar, Transfer Agent and Paying
Agent

By: _____

Name:

Title:

[Signature Page to Stub Notes Supplemental Indenture (Olinda _ SPC Note Guarantee)]