

JOINDER AGREEMENT

THIS JOINDER TO CREDIT AGREEMENTS (this “Joinder”) is executed as of December [●], 2019 by SERVIÇOS DE PETRÓLEO CONSTELLATION S.A. - EM RECUPERAÇÃO JUDICIAL, a company organized under the laws of Brazil, and OLINDA STAR LTD., a company limited by shares incorporated under the laws of the British Virgin Islands (each, a “Joining Party” and collectively, the “Joining Parties”), and delivered to BANCO BRADESCO S.A., GRAND CAYMAN BRANCH, as Administrative Agent, for the benefit of the Lender Parties (as defined in each Credit Agreement). Except as otherwise defined herein, terms used herein and defined in a Credit Agreement (as defined below) shall be used herein as therein defined.

WITNESSETH:

WHEREAS, Constellation Overseas Ltd., a company limited by shares incorporated under the laws of the British Virgin Islands (the “Borrower”), Constellation Oil Services Holding S.A. and the other grantors from time to time party thereto, as guarantors, the lenders from time to time party thereto (the “Lenders”), and Banco Bradesco S.A., Grand Cayman Branch, as Administrative Agent, have entered into that certain (i) Credit Agreement, dated as of December 18, 2019 (as the same may be further amended, modified or supplemented from time to time, the “New Money Credit Agreement”), and (ii) Amended and Restated Credit Agreement, dated as of December 18, 2019 (as the same may be further amended, modified or supplemented from time to time, the “A&R Credit Agreement”, and together with the New Money Credit Agreement, the “Credit Agreements”) providing for the making of Loans to the Borrower as contemplated therein;

WHEREAS, each of the Joining Parties desires, or is required pursuant to the provisions of the Credit Agreements, to become Guarantors under the Credit Agreements; and

WHEREAS, each of the Joining Parties will obtain benefits from the incurrence of Loans by the Borrower pursuant to the Credit Agreements, and, accordingly, desires to execute this Joinder in order to satisfy the requirements described in the preceding paragraph;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Joining Parties, the receipt and sufficiency of which are hereby acknowledged, each of the Joining Parties hereby covenants and agrees with each Lender Party as follows:

1. Such Joining Party agrees that, upon its execution hereof, it will become a Guarantor under each Credit Agreement with respect to all obligations of the Borrower under the Loan Documents (as such term is defined in each Credit Agreement) (such obligations, “**Guaranteed Obligations**”), and will be bound by all terms, conditions and duties applicable to a Guarantor under each Credit Agreement and the other Loan Documents in connection thereto. Without limitation of the foregoing, and in furtherance thereof, such Joining Party absolutely, unconditionally and irrevocably, and jointly and severally, guarantees the due and punctual

payment and performance when due of all Guaranteed Obligations on the same basis as the other Guarantors under each Credit Agreement.

2. Such Joining Party represents and warrants to each Lender Party under each Credit Agreement that (i) this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, and (ii) the payment obligations of each Joining Party under the Loan Documents (as such term is defined in each Credit Agreement) to which it is a party are and will at all times be its unconditional general obligations subject to the terms and conditions of each Credit Agreement and the other Loan Documents in connection thereto.

3. This Joinder shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and its successors and assigns. **THIS JOINDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.** This Joinder may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Joinder shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Joinder which shall remain binding on all parties hereto.

4. From and after the execution and delivery hereof by the parties hereto, this Joinder shall constitute a "Loan Document" for all purposes of each Credit Agreement and the other Loan Documents in connection thereto.

5. The effective date of this Joinder shall be the date first above written.

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IN WITNESS WHEREOF, each of the Joining Parties has caused this Joinder to be duly executed as of the date first above written.

SERVIÇOS DE PETRÓLEO CONSTELLATION  
S.A. - EM RECUPERAÇÃO JUDICIAL

By: \_\_\_\_\_  
Name:  
Title:

OLINDA STAR LTD

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Acknowledged by:

BANCO BRADESCO S.A., GRAND CAYMAN BRANCH,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: