

GRANTOR SUPPLEMENT (the “*Supplement*”) NO. 1 dated as of December [30], 2019 to the INTERCREDITOR AGREEMENT dated as of December 18, 2019 (the “*Intercreditor Agreement*”), among 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 (the “*Company*”), the other Grantors (as defined below) party hereto, Wilmington Trust, National Association, solely in its capacity as trustee for the Senior Noteholders (in such capacity and together with its successors in such capacity, the “*Senior Trustee*”), Wilmington Trust, National Association, solely in its capacity as trustee for the Stub Noteholders (in such capacity and together with its successors in such capacity, the “*Stub Trustee*”), Wilmington Trust, National Association, solely in its capacity as trustee for the Junior Noteholders (in such capacity and together with its successors in such capacity, the “*Junior Trustee*”, and collectively, with the Senior Trustee and the Stub Trustee, the “*Trustees*”), Wilmington Trust, National Association, solely in its capacity as Collateral Trustee for the Secured Parties (the “*Collateral Trustee*”), each additional Priority Lien Representative, each Non-Priority Representative and each of the other Secured Parties that from time to time becomes a party thereto.

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

B. The Grantors have entered into the Intercreditor Agreement. Pursuant to the Debt Documents, certain newly acquired or organized Subsidiaries of the Company are required to enter into the Intercreditor Agreement. Section 12.07 of the Intercreditor Agreement provides that such Subsidiaries may become party to the Intercreditor Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries (the “*New Grantors*”) is executing this Supplement in accordance with the requirements of the applicable Debt Documents.

Accordingly, the Collateral Trustee and the New Grantors agree as follows:

Section 1. In accordance with Section 12.07 of the Intercreditor Agreement, each New Grantor by its signature below becomes a Grantor under the Intercreditor Agreement with the same force and effect as if originally named therein as a Grantor, and each New Grantor hereby agrees to all the terms and provisions of the Intercreditor Agreement applicable to it as a Grantor thereunder. Each reference to a “Grantor” in the Intercreditor Agreement shall be deemed to include the New Grantor. The Intercreditor Agreement is hereby incorporated herein by reference.

Section 2. Each New Grantor represents and warrants to the Collateral Trustee and each other Secured Party that this Supplement 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.

Section 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Trustee shall have received a counterpart of this Supplement that bears the signature of each New Grantor. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic method shall be as effective as delivery of a manually signed counterpart of this Supplement.

Section 4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

Section 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW.

Section 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intercreditor Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7. All communications and notices hereunder shall be in writing and given as provided in Section 12.10 of the Intercreditor Agreement. All communications and notices hereunder to each New Grantor shall be given to it in care of the Company as specified in the Intercreditor Agreement.

Section 8. The Company agrees to reimburse the Collateral Trustee for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Trustee, as applicable.

Section 9. The Collateral Trustee (in such capacity) does not make any representation or warranty as to the validity or sufficiency of this Supplement.

IN WITNESS WHEREOF, each New Grantor and the Collateral Trustee have duly executed this Supplement to the Intercreditor Agreement as of the day and year first above written.

OLINDA STAR LTD. (IN PROVISIONAL LIQUIDATION),

By: _____
Name:
Title:

[Signature Page to Grantor Supplement (Olinda _ SPC)]

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

By: _____
Name:
Title:

[Signature Page to Grantor Supplement (Olinda _ SPC)]

Acknowledged by:

Wilmington Trust, National Association, as Collateral
Trustee,

By: _____

Name:

Title:

[Signature Page to Grantor Supplement(Olinda _SPC)]