Listing Particulars dated February 20, 2018

NOT FOR GENERAL CIRCULATION IN THE UNITED STATES

CGG S.A.

US$355,141,000 and €80,372,000 Floating Rate / 8.5% PIK Second Lien Senior Secured Notes due 2024

(up to US$588.2 million and €133.1 million, respectively, after issuance of additional notes for PIK Interest)

Guaranteed on a senior basis by certain subsidiaries

We are offering US$355,141,000 and €80,372,000 initial principal amount of our floating rate / 8.5% payment-in-kind ("PIK") Second Lien Senior Secured Notes due 2024 (the "Offered Notes"). The Offered Notes comprise (a) US$274,975,000 and €80,372,000 in aggregate principal amounts of Offered Notes issued pursuant to the Private Placement Agreement (as defined herein) (together, the "New Money Second Lien Notes") and (b) US$80,166,000 in aggregate principal amount of Offered Notes to be settled by way of set-off of claims only against interest claims under Senior Notes (as defined herein) (the "Second Lien Interest Notes"). The terms and conditions of the New Money Second Lien Notes and the Second Lien Interest Notes will be identical. As further described herein, in addition to cash interest, the Offered Notes will accrue PIK interest ("PIK Interest") through the issuance of Additional Notes (the Offered Notes, together with any Additional Notes, the "Notes"). Assuming the Notes remain outstanding until maturity, the aggregate principal amounts of Notes (taking into account the Offered Notes and the Additional Notes to be issued in connection with the payment of PIK Interest) will be approximately US$588.2 million and €133.1 million. The New Money Second Lien Notes will be issued concurrently with warrants (the "Warrants") entitling the holders of the Warrants to purchase, subject to certain conditions, our new ordinary shares. The Notes will mature on February 21, 2024.

Interest on the Notes will accrue from February 21, 2018 as follows: (a) for Notes denominated in US dollars, (i) cash interest at a rate of LIBOR (subject to a floor of 1.00%) + 4.00% per annum and (ii) PIK Interest at a rate of 8.50% per annum; and (b) for Notes denominated in euros, (i) cash interest at a rate of EURIBOR (subject to a floor of 1.00%) + 4.00% per annum and (ii) PIK Interest at a rate of 8.50% per annum. Interest on the Notes will be payable (in case of cash interest) or capitalized through the issuance of Additional Notes (in case of PIK Interest) quarterly in arrear each February 21, May 21, August 21 and November 21, commencing on May 21, 2018. The initial principal amount of the Notes will accrue to the extent of the capitalized PIK Interest on a quarterly basis. Upon payment of PIK Interest, a notice shall be published on the website of the Luxembourg Stock Exchange in the form of Appendix 1. We may redeem all or part of the Notes at the redemption prices described in these listing particulars. We may redeem all, but not less than all, of the Notes at a redemption price equal to 100% of the principal amount of the Notes in the event of certain changes in tax laws. If we undergo a change of control, each holder may require us to repurchase all or a portion of the Notes at 101% of the principal amount thereof, plus accrued and unpaid interest.

The Notes will be our senior secured obligations and will be initially guaranteed on a senior secured basis by certain of our subsidiaries. The Notes will be senior secured obligations of the guarantors secured by a lien, subject to certain exceptions and permitted liens, on certain of our and the guarantors' existing and future assets. In the event of enforcement of the lien securing the Notes and the Subsidiary Guarantees (as defined below), the proceeds thereof will first be applied to repay obligations secured by senior priority liens, including the First Lien Notes (as defined herein). The Notes will be effectively junior to all obligations of our subsidiaries that do not guarantee the Notes.

The Notes will be represented on issuance by one or more global notes, which we expect will be delivered through Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream"), on or about February 21, 2018.

Application has been made to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF market ("Euro MTF"). These listing particulars constitute a Prospectus for the purpose of Luxembourg law dated July 10, 2005 on Prospectuses for Notes, as amended. The Warrants will not be listed on any regulated or non-regulated market. For additional information regarding the Warrants, see Section 4.4.2 of the Safeguard Plan in our report on Form 6-K submitted to the Commission on August 7, 2017 incorporated by reference herein.

Investing in the Notes involves risks. See "Risk Factors" beginning on page 28.

The New Money Second Lien Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the laws of any other jurisdiction, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. In the United States, the New Money Second Lien Notes are being offered only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act ("Rule 144A")) ("QIBs") that have entered into the Private Placement Agreement (including by execution of the Joinder Agreement (as defined herein)) in a private placement exempt from the registration requirements of the Securities Act. Outside the United States, the New Money Second Lien Notes are being offered in reliance on Regulation S. The New Money Second Lien Notes are subject to certain restrictions on sales, offers, subscription and transfer set out in Schedule 4 of the Private Placement Agreement.

The Second Lien Interest Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. The Second Lien Interest Notes will be issued pursuant to an exemption from registration under Section 1145 of the Bankruptcy Code ("Section 1145").

Price for the Notes: 100%

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You should rely only on the information contained or incorporated by reference in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities and may only be used for the purposes for which it has been published. The information in this document may only be accurate on the date of this document.

NOTICE TO INVESTORS

The Company, having made all reasonable inquiries, confirms to the best of its knowledge, information and belief that the information contained or incorporated by reference in these listing particulars with respect to the Company and its consolidated subsidiaries and affiliates taken as a whole and the Notes offered hereby is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this document are honestly held and that there are no other facts the omission of which would make these listing particulars as a whole misleading in any material respect. Subject to the following paragraphs, the Company accepts responsibility for the information contained or incorporated by reference in these listing particulars.

These listing particulars do not constitute an offer to sell or an invitation to subscribe for or purchase any of the Notes in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation. No action has been, or will be, taken to permit a public offering in any jurisdiction where action would be required for that purpose. Accordingly, the Notes may not be offered or sold, directly or indirectly, and these listing particulars may not be distributed, in any jurisdiction except in accordance with the legal requirements applicable to such jurisdiction. You must comply with all laws that apply to you in any place in which you buy, offer or sell any Notes or possess these listing particulars. You must also obtain any consents or approvals that you need in order to purchase, offer or sell any Notes or possess or distribute these listing particulars. We are not responsible for your compliance with any of the foregoing legal requirements.

For the offering of the New Money Second Lien Notes, we are relying on exemptions from registration under the Securities Act for offers and sales of securities that do not involve a public offering. In the United States, the New Money Second Lien Notes are being offered only to QIBs that have entered into the Private Placement Agreement (including by execution of the Joinder Agreement) in a private placement exempt from the registration requirements of the Securities Act. Outside the United States, the New Money Second Lien Notes are being offered in reliance on Regulation S. The Second Lien Interest Notes will be issued pursuant to an exemption from registration under Section 1145.

Neither we nor any of our representatives are making an offer to sell the Notes in any jurisdiction except where an offer or sale is permitted. You should understand that you will be required to bear the financial risks of your investment for an indefinite period of time. These listing particulars are based on information provided by us and by other sources that we believe are reliable. We cannot assure you that this information is accurate or complete.

Neither The Bank of New York Mellon in any of its capacities (including The Bank of New York Mellon, London Branch, as Trustee) nor The Bank of New York Mellon SA/NV, Luxembourg Branch in any of its capacities has participated in the preparation of these listing particulars or assumes any responsibility for their content.

The information contained or incorporated by reference in these listing particulars speaks as of the date hereof or as of its date. Neither the delivery of these listing particulars at any time after the date of publication nor any subsequent commitment to purchase the Notes shall, under any circumstances, create an implication that

there has been no change in the information set forth in these listing particulars or in our business since the date of these listing particulars.

Neither we nor any of our representatives are making any representation to you regarding the legality of an investment in the Notes by you under any legal, investment or similar laws or regulations. You should not consider any information in these listing particulars to be legal, financial, business, tax or other advice. You should consult your own attorney, business advisor and tax advisor for legal, financial, business and tax and related aspects of an investment in the Notes. You are responsible for making your own examination of us and our business and your own assessment of the merits and risks of investing in the Notes.

You should contact us with any questions about this offering or if you require additional information to verify the information contained or incorporated by reference in these listing particulars.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "Commission" or the "SEC"), any state securities commission in the United States or any other U.S. regulatory authority, nor have any of these authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these listing particulars. Any representation to the contrary is a criminal offense in the United States.

Interests in the Notes will be available initially in book-entry form. We expect that the Notes sold will be issued in the form of one or more global notes. The global notes sold in reliance on Regulation S under the Securities Act ("Regulation S") will be represented by one or more global notes in registered form without interest coupons attached (the "Regulation S Global Notes"). The global notes sold to QIBs in a private placement exempt from the registration requirements of the Securities Act will be represented by one or more global notes in registered form without interest coupons attached (the "Rule 144A Global Notes"). The Second Lien Interest Notes may be represented by one or more global notes in registered form without interest coupons attached (the "Section 1145 Global Notes" and, together with the Rule 144A and the Regulation S Global Notes, the "Global Notes"), or otherwise by either the Regulation S Global Notes or the Rule 144A Global Notes, in accordance with the election made by relevant initial holders of such Second Lien Interest Notes. The Global Notes will be deposited with, or on behalf of, a common depositary for the accounts of Euroclear and Clearstream and registered in the name of the nominee of the common depositary. Transfers of interests in the Global Notes will be effected through records maintained by Euroclear and Clearstream and their respective participants. The Notes will not be issued in definitive registered form except under the circumstances described in "*Book-Entry, Delivery and Form*".

These listing particulars set out the procedures of Euroclear and Clearstream in order to facilitate the original issue and subsequent transfers of interests in the Notes among participants of Euroclear and Clearstream. However, neither Euroclear nor Clearstream is under any obligation to perform or continue to perform such procedures and such procedures may be modified or discontinued by any of them at any time. Neither we nor any of our agents will have responsibility for the performance of the respective obligations of Euroclear, Clearstream or their respective participants under the rules and procedures governing their operations, nor will we or our agents have any responsibility or liability for any aspect of the records relating to, or payments made on account of, book-entry interests held through the facilities of any clearing system or for maintaining, supervising or reviewing any records relating to these book-entry interests. Investors wishing to use these clearing systems are advised to confirm the continued applicability of their rules, regulations and procedures.

These listing particulars have not received the visa of the French *Autorité des Marchés Financiers* ("AMF") and accordingly may not be used in connection with any offer or sale of the Notes to the public in France.

We have not published a prospectus in relation to the Notes pursuant to Directive 2003/71/EC (together with any applicable implementing measures in any Member State of the European Economic Area ("EEA"), the "Prospectus Directive") and are offering the Notes only in those Member States that have implemented the

Prospectus Directive in reliance on exemptions from the obligation to publish a prospectus provided in Article 3(2) of the Prospectus Directive. We have not authorized the making of any offer of Notes through any financial intermediary.

The Notes will be considered to be issued with original issue discount ("OID") for U.S. federal income tax purposes. Accordingly, U.S. holders generally will be required to include such OID in gross income (as ordinary income) on an annual basis under a constant yield accrual method regardless of their regular method of accounting for U.S. federal income tax purposes. As a result, U.S. holders generally will include any OID in income in advance of the receipt of cash attributable to such income. U.S. holders should consult their tax advisers regarding the U.S. federal income tax consequences of holding the Notes, including the application of the OID rules.

AVAILABLE INFORMATION

Each purchaser of the Notes will be furnished with a copy of these listing particulars and any related amendments or supplements. While any of the Notes remain outstanding, we will make available, upon request, to any holder and any prospective purchaser thereof the information required by Rule 144A(d)(4) under the Securities Act during any period in which we are not subject to the information reporting requirements of the Exchange Act or exempt pursuant to Rule 12g3-2(b) under the Exchange Act. You may request this information by writing or telephoning us at the following address: CGG, Tour Maine-Montparnasse, 33 avenue de Maine, BP 191, 75755 Paris CEDEX 15, France, Attention: Investor Relations Officer, Telephone: (33) 1 64 47 45 00.

We are subject to the reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act") applicable to foreign private issuers. In accordance with the Exchange Act, we electronically file reports, including annual reports on Form 20-F and interim reports on Form 6-K, and other information with the Commission. We have undertaken to the holders of the Notes that we will submit certain quarterly financial information to the Commission.

You may obtain these reports and other information over the internet at www.sec.gov or by sending a written request to us at the address above.

You may also read and copy materials that we file with the Commission at the SEC's public reference room at 100 F Street, N.E., Washington, DC 20549. You may obtain information, as well as copies of our filings, from the Office of Investor Education and Advocacy by calling the Commission at 1-800-SEC-0330.

In addition, you can inspect materials filed by CGG at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005, on which American Depositary Shares representing shares of our common stock are listed. As a foreign private issuer, we are not subject to the proxy rules under Section 14 or the short-swing insider profit disclosure rules under Section 16 of the Exchange Act.

Copies of our annual reports for 2014, 2015 and 2016, the current constitutive documents of CGG and the Initial Guarantors (as defined below), the indenture governing the Notes (the "Indenture"), the Subsidiary Guarantees, the documents incorporated by reference herein, and copies of the most recently published annual report and consolidated and non-consolidated financial statements of CGG will, for so long as the Notes are listed on the Luxembourg Stock Exchange, be available free of charge during usual business hours on any weekday (except Saturdays, Sundays and public holidays) at the specified offices of the listing agent in Luxembourg. We publish a quarterly consolidated statement of operations, statement of cash flow and balance sheet, each of which will be delivered to, and copies of which may be obtained free of charge from, the specified offices of the listing agent in Luxembourg. We do not publish interim non-consolidated financial statements. All published interim financial statements are unaudited.

DOCUMENTS INCORPORATED BY REFERENCE

These listing particulars should be read and construed in conjunction with:

- our annual report on Form 20-F for the year ended December 31, 2016 filed with the Commission on May 1, 2017, including the exhibits thereto (the "2016 Annual Report");
- our report on Form 6-K submitted to the Commission on May 12, 2017 providing an update on the Financial Restructuring process and a summary of the 2017-2019 business plan;
- our report on Form 6-K submitted to the Commission on August 7, 2017 publishing a free English translation of the Safeguard Plan and the presentation used in connection with the bondholders' general meeting;
- our report on Form 6-K submitted to the Commission on August 30, 2017 announcing the approval by the U.S. Bankruptcy Court for the Southern District of New York of the adequacy of the disclosure statement (the "Disclosure Statement") filed in connection with the Chapter 11 cases;
- our report on Form 6-K submitted to the Commission on October 10, 2017 publishing the information relating to the combined general meeting of CGG of October 31, 2017 (the "Combined General Meeting");
- our report on Form 6-K submitted to the Commission on October 16, 2017 (report submitted at 09:26:12 EDT) publishing, among others, various documents in connection with the Combined General Meeting, as well as a free English translation of the first update to the annual report (*actualisation du document de référence*) (the "First Update") and extracts from a free English translation of the securities note (*note d' opération*) for certain equity instruments to be issued in connection with the Financial Restructuring;
- our report on Form 6-K submitted to the Commission on January 17, 2018 publishing, among others, a free English translation of the second update to the annual report (*actualisation du document de référence*) (the "Second Update") and extracts from a free English translation of the securities note (*note d'opération*) in connection with the Rights Issue in France;
- our report on Form 6-K submitted to the Commission on February 9, 2018 announcing the results of the Rights Issue; and
- our report on Form 6-K submitted to the Commission on February 12, 2018 announcing the amounts of certain equity instruments to be issued in connection with the Financial Restructuring.

each of them incorporated by reference in, and forming part of, these listing particulars.

The report on Form 6-K containing the First Update incorporated by reference in these listing particulars is deemed to exclude the sections set forth below (the "Excluded First Update Information").

Page(s) in the First Update		**Relevant Excluded Information**
Cover page		Text box relating to the filing of the French language *Actualisation du Document de Référence* with the AMF.
Page 4-5		Section 1.1 "*Selected Financial Information*"

Page 88		Section 1.7 "*Legal Structure–Intra-Group Relations*"
Page 90		Section 2 "*Environment, Sustainability Development & Employees*"
Pages 102–159		Section 6 "*Financial Position, Results and Perspectives*"
Pages 160–164		Section 7 "*Company's Information and Share Capital*"
Page 165		Third paragraph of section 9.1.2 "*Certificate*".

The report on Form 6-K containing the Second Update incorporated by reference in these listing particulars is deemed to exclude the sections set forth below (the "Excluded Second Update Information").

Page(s) in the Second Update		**Relevant Excluded Information**
Cover page		Text box relating to the filing of the French language *Actualisation du Document de Référence* with the AMF.
Pages 59–81		Section 6.1.6 "*Press release related to half-year results and first nine months of the fiscal year 2017*"
Pages 83–84		Section 6.3 "*Perspectives*"
Page 90		Second paragraph of section 9.1.2 "*Certificate*".

Any references in these listing particulars to the First Update or the Second Update shall be deemed to exclude the Excluded First Update Information or the Excluded Second Update Information, respectively. Investors should not make an investment decision based on any information contained in the Excluded First Update Information or the Excluded Second Update Information.

All such documents incorporated by reference have been filed with (in the case of Form 20-F) or submitted to (in the case of the Form 6-Ks) the Commission and are available on the Commission's website at www.sec.gov. Other than as expressly set out above, information relating to us set forth on the Commission's website is not considered to be part of these listing particulars and is not incorporated by reference herein.

In addition, the documents incorporated by reference herein will also be available on the website of the Luxembourg Stock Exchange www.bourse.lu.

Any statement contained in a document or part of a document which is incorporated by reference herein shall be modified or superseded for the purpose of these listing particulars to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, be part of these listing particulars.

PRESENTATION OF INFORMATION

In these listing particulars, references to "United States" or "U.S." are to the United States of America, references to "US dollars", "dollars", "$" or "US$" are to United States dollars, references to "France" are to the Republic of France and references to "euro" or "€" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Union.

With respect to the various issuances contemplated in the Financial Restructuring, the amounts in US dollars have been converted into euros (in particular, the amount of the Rights Issue, the subscription price thereof and the exercise price of the warrants) based on the Reuters U.S.$/€ exchange rate applicable at midday (Paris time) on June 14, 2017 (€1.000 = US$1.1206), which was the date that we entered Safeguard, unless otherwise stated.

As used in these listing particulars, "CGG", "the Group", "we", "us" and "our" refer to CGG S.A. and its subsidiaries, except as otherwise indicated.

Please see below a glossary of certain terms used in these listing particulars:

- "2019 Secured Term Loan" means the US$342 million term loan facility under our term loan credit agreement dated November 19, 2015, as amended and/or restated from time to time.
- "Accrued Convertible Bond Interest Payment" means the payment in cash by CGG of the euro equivalent of an amount of US$5 million (in accordance with the exchange rate provided for by the Safeguard Plan) of accrued and unpaid interest in respect of the convertible bonds due 2019 and 2020.
- "Backstop Parties" has the meaning given to it in the Private Placement Agreement.
- "Backstop Warrants" has the meaning given to it in the Safeguard Plan.
- "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., applicable to our Chapter 11 cases.
- "Convertible Bond Equitization" means the full equitization of the amounts due under the convertible bonds due 2019 and 2020, except for the Accrued Convertible Bond Interest Payment.
- "Coordination Warrants" has the meaning given to it in the Safeguard Plan.
- "Credit Facilities" are to the French Revolving Facility, the U.S. Revolving Facility and the 2019 Secured Term Loan, collectively.
- "Effective Date" means the date on which all the transactions contemplated under the Plan of Reorganization (including the issuance of all the financial instruments described therein) and the transactions contemplated under the Safeguard Plan (including the issuance of all the financial instruments described therein) will be completed, irrespective of whether the challenge periods have expired, and the conditions precedent specified in the Plan of Reorganization have been satisfied (or waived in accordance with the Plan of Reorganization).
- "Financial Restructuring" means the balance sheet restructuring transactions of CGG and its subsidiaries contemplated in the Safeguard Plan and the Plan of Reorganization.
- "First Lien Notes" means the first lien notes issued on the Effective Date by reorganized CGG Holding (U.S.) Inc. and guaranteed CGG and certain of its subsidiaries.

- "French Revolving Facility" means the revolving credit facility in an initial principal amount of US$325 million under our senior secured French law revolving facility agreement dated July 31, 2013, as last amended and restated pursuant to an amendment and restatement agreement dated February 4, 2016, and as further amended and/or restated from time to time.
- "ICSD" means the international central securities depositary.
- "Intercreditor Agreement" means the intercreditor agreement, as may be amended from time to time, to be entered into with respect to the First Lien Notes and the Notes based on the intercreditor principles set forth in Appendix 4 of the Term Sheet, and in the Safeguard Plan.
- "Joinder Agreement" means the assumption and joinder agreement attached as Exhibit B to the Private Placement Agreement.
- "Lock-Up Agreement" means the lock-up agreement dated June 13, 2017, attached to the Safeguard Plan as Exhibit D.
- "Plan of Reorganization" means the Joint Chapter 11 Plan of Reorganization of CGG Holding (U.S.) Inc. and Certain Affiliates dated August 25, 2017, as the same may be amended from time to time.
- "Private Placement Agent" means Lucid Issuer Services Limited.
- "Private Placement Agreement" means the agreement dated June 26, 2017 among CGG, the Obligors set out therein, the Private Placement Agent and the Commitment Parties set out therein.
- "Rights Issue" means the issuance of new ordinary shares of the Parent with Warrants #2 (*bons de souscription d'actions*) by way of an increase in the share capital with preferential subscription rights to shareholders (*augmentation de capital avec maintien du droit préférentiel de souscription*) pursuant to the Safeguard Plan.
- "Safeguard" means the proceedings of *sauvegarde* under articles L.620-1 to L.626-35 of the French *Code de Commerce* regarding CGG in order to implement the Financial Restructuring.
- "Safeguard Plan" means the plan prepared in the course of, and implemented as a result of, the Safeguard (including all exhibits, supplements, appendices and schedules thereto, and in particular the Term Sheet and the Lock-Up Agreement), as approved by the Commercial Court of Paris on December 1, 2017 (see our report on Form 6-K submitted to the Commission on August 7, 2017 incorporated by reference herein).
- "Secured Lenders" means the lenders under the French Revolving Facility, the U.S. Revolving Facility and the 2019 Secured Term Loan.
- "Senior Notes" means our 5.875% Senior Notes due 2020, our 6.50% Senior Notes due 2021 and our 6.875% Senior Notes due 2022.
- "Senior Note Equitization" means the full equitization of the amounts due under the Senior Notes, except for an amount of U.S.$86 million corresponding to a portion of the accrued interest under those Senior Notes.
- "Term Sheet" means the term sheet attached as Schedule 6 to the Lock-Up Agreement.
- "Transformation Plan" means our transformation plan that was initially put in place at the end of 2013 in order to transform CGG from a seismic acquisition company into an integrated geosciences group.

- "U.S. Revolving Facility" means the revolving credit facility in an initial principal amount of US$165 million under our senior secured credit agreement dated July 15, 2013, as last amended and restated pursuant to an amendment and restatement agreement dated January 10, 2016 (as amended on February 4, 2016), and as further amended and/or restated from time to time.
- "Warrants #1" has the meaning given to it in the Safeguard Plan.
- "Warrants #2" has the meaning given to it in the Safeguard Plan.

Unless otherwise indicated, statements in these listing particulars relating to market share, ranking and data are derived from management estimates based, in part, on independent industry publications, reports by market research firms or other published independent sources. Any discrepancies in any table between totals and the sums of the amounts listed in such table are due to rounding.

The information set out in relation to sections of these listing particulars describing clearing and settlement arrangements, including the sections entitled "*Description of the Notes*" and "*Book Entry, Delivery and Form*", is subject to any change or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream currently in effect. While we accept responsibility for accurately summarizing the information concerning Euroclear and Clearstream, we accept no further responsibility in respect of such information. In addition, these listing particulars contain summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to us.

FORWARD-LOOKING STATEMENTS

These listing particulars include "forward-looking statements" within the meaning of the federal securities laws, which involve risks and uncertainties. You can identify forward-looking statements because they contain words such as "believes", "expects", "may", "should", "seeks", "approximately", "intends", "plans", "estimates", or "anticipates" or similar expressions that relate to our strategy, plans or intentions. These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. We have based these forward-looking statements on our current views and assumptions about future events. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are based upon information available to us on the date of these listing particulars.

Important factors that could cause actual results to differ materially from our expectations ("cautionary statements") are disclosed under "*Risk Factors*" and elsewhere in these listing particulars, including, without limitation, in conjunction with the forward-looking statements included or incorporated by reference in these listing particulars. All forward-looking information in these listing particulars and subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. Some of the factors that we believe could affect our actual results include:

- the ability to consummate the plan of reorganization in accordance with the terms of the Safeguard Plan and the Chapter 11 plan;
- the effects of bankruptcy processes on our business and on the interest of various constituents;

- risks associated with third-party motions, recourses or other pleadings in any Safeguard, Chapter 11 or bankruptcy case, which may interfere with the ability to confirm and consummate a plan of reorganization;
- potential adverse effects on our liquidity or results of operations;
- increased costs to execute the reorganization;
- the impact of the current economic environment and oil and natural gas prices;
- the social, political and economic risks of our global operations;
- our ability to integrate successfully the businesses or assets we acquire;
- the risks associated with activities operated through joint ventures in which we hold a minority interest;
- any write-downs of goodwill on our statement of financial position;
- our ability to sell our seismic data library;
- exposure to foreign exchange rate risk;
- our ability to finance our operations on acceptable terms;
- the impact of fluctuations in fuel costs on our marine acquisition business;
- the weight of intra-group production on our results of operations;
- the timely development and acceptance of our new products and services;
- difficulties and costs in protecting intellectual property rights and exposure to infringement claims by others;
- ongoing operational risks and our ability to have adequate insurance against such risks;
- our liquidity and outlook;
- the level of capital expenditures by the oil and gas industry and changes in demand for seismic products and services;
- our clients' ability to unilaterally delay or terminate certain contracts in our backlog;
- the effects of competition;
- difficulties in adapting our fleet to changes in the seismic market;
- the seasonal nature of our revenues;
- the costs of compliance with governmental regulation, including environmental, health and safety laws;
- our substantial indebtedness and the restrictive covenants in our debt agreements;
- our ability to access the debt and equity markets during the periods covered by the forward-looking statements, which will depend on general market conditions and on our credit ratings for our debt obligations;
- exposure to interest rate risk; and

- our success at managing the foregoing risks.

We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In addition, in light of these risks, uncertainties and assumptions, the forward-looking events discussed in these listing particulars might not occur. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements included or incorporated by reference in these listing particulars, including those described in the "*Risk Factors*" section of these listing particulars.

LISTING PARTICULARS SUMMARY

This listing particulars summary highlights selected information from these listing particulars to help you understand our business and the terms of the Notes. You should carefully read all of these listing particulars, including the consolidated financial statements and related notes, to understand fully our business and the terms of the Notes, as well as some of the other considerations that may be important to you in making your investment decision. You should pay special attention to the "Risk Factors" section of these listing particulars to determine whether an investment in the Notes is appropriate for you.

In particular, you should read carefully:

- *the information under "—Recent Developments"; and*
- *the section "Limitations on Validity and Enforceability of the Security Interests and Guarantees and Certain Insolvency Law Considerations".*

About our Business

We are a global participant in the geoscience industry, as a manufacturer of geophysical equipment, as a provider of marine, land and airborne data acquisition services, and as a provider of a wide range of other geoscience services, including data imaging, seismic data characterization, geoscience and petroleum engineering consulting services, and collecting, developing and licensing geological data. Our clients are principally in the oil and gas exploration and production industry.

We are organized in eight business lines, as follows:

- Equipment (which includes all the Sercel business entities or trademarks, such as Metrolog, GRC and De Regt);
- Marine Acquisition;
- Land Acquisition (including Land Electromagnetics and General Geophysics);
- Multi-Physics;
- Multi-Client and New Ventures;
- Subsurface Imaging;
- GeoSoftware (including the software sales and development of Jason and Hampson-Russell); and
- GeoConsulting (including the consulting activities of Jason and Hampson-Russell combined with the consulting and geologic library business of Robertson, as well as Data Management Services).

These activities are organized into three segments for financial reporting purposes since September 1, 2015: (i) Equipment, (ii) Contractual Data Acquisition (which includes Marine Acquisition, Land Acquisition and Multi-Physics) and (iii) GGR (which includes Multi-Client and New Ventures, Subsurface Imaging, GeoSoftware and GeoConsulting). In addition, we have a fourth segment for financial reporting purposes, Non-Operated Resources.

A summary of our four segments is set out below:

- **Contractual Data Acquisition.** This operating segment comprises the following business lines:

- Marine: offshore seismic data acquisition undertaken by us on behalf of a specific client; and
- Land and Multi-Physics: other seismic data acquisition undertaken by us on behalf of a specific client;

- **Geology, Geophysics & Reservoir ("GGR").** This operating segment comprises the Multi-client business line (development and management of seismic surveys that we undertake and license to a number of clients on a non-exclusive basis) and the Subsurface Imaging and Reservoir business lines (processing and imaging of geophysical data, reservoir characterization, geophysical consulting and software services, geological data library and data management solutions). Both business lines regularly combine their offerings, generating overall synergies between their respective activities. The GGR segment includes the costs, industrial capital expenditures and capital employed related to the vessels dedicated to multi-client surveys.
- **Equipment.** This operating segment comprises our manufacturing and sales activities for seismic equipment used for data acquisition, both on land and marine. The Equipment segment carries out its activities through our Sercel subsidiaries.
- **Non-Operated Resources**. This segment mainly comprises the costs of the non-operated marine resources as well as all the costs of our Transformation Plan (mainly restructuring provisions and provisions for onerous contracts). The capital employed includes the nonoperated marine assets and the provisions related to the Transformation Plan.

We believe that these eight business lines allow us to cover the spectrum from exploration to production, giving us more opportunities to create value for our shareholders, customers and partners.

Our six corporate functions, at the Group level, ensure a global transverse approach and provide support across all activities: (i) the Finance Function; (ii) the Human Resources Function; (iii) the Global Operational Excellence/Internal Audit/Risk Management, Health, Safety and Environment & Sustainable Development Function; (iv) the General Secretary; (v) the Geomarkets, Sales and Marketing Function; and (vi) the Technology Function.

Our two Group departments are, respectively, in charge of (i) Communication and (ii) Investor Relations.

We have more than 100 years of combined operating experience (through CGG, Veritas and Fugro Geoscience) and a recognized track record of technological leadership in the science of geophysics and geology. We believe we are well placed to capitalize on the growing importance of seismic and geoscience technologies to enhance the exploration and production performance of our broad base of clients, which includes independent, international and national oil companies.

CGG S.A. is the parent company of the CGG Group, which included 79 consolidated subsidiaries (6 in France and 73 outside France) as of December 31, 2017. We are a *société anonyme* incorporated under the laws of the Republic of France and operating under the French Commercial Code. Our registered office is at Tour Maine Montparnasse, 33, avenue du Maine, 75015 Paris, France. Our telephone number is (33) 1 64 47 45 00. We were incorporated on March 27, 1931 and our articles of incorporation provide for a term of ninety-nine years.

Recent Developments

Estimated results as of and for the year ended December 31, 2017

The following estimates are given as of and for the year ended December 31, 2017. These estimates have been prepared in accordance with the IFRS and accounting methods applied by us.

Estimates of our revenue, liquidity and debt as of and for the year ended December 31, 2017 are derived from our accounting and consolidation process. With respect to EBITDAs (excluding restructuring costs related to the Transformation Plan) and restructuring costs related to the Transformation Plan, the estimates are derived both from our accounting and consolidation process and management reporting, but the procedures related to the closing of our annual accounts are still ongoing. As such, as of the date hereof, we are not able to accurately state our operating cashflow for the year 2017.

These estimates are based on our unaudited consolidated financial statements as of and for the nine months ended September 30, 2017.

These estimates do not include significant exceptional and non-recurring items (other than the restructuring costs related to the Transformation Plan) during the last three months of 2017.

We estimate that, as of and for the year ended December 31, 2017:

- our consolidated revenues should increase by close to 10% to U.S.$1,320 million compared to U.S.$1,196 million for the year ended December 31, 2016; consolidated revenues for the three months ended December 31, 2017 should amount to U.S.$400 million (compared to U.S.$328 million for the same period of 2016), including (i) U.S.$256 million from the GGR division, including Multi-Client sales of U.S.$160 million, which exceeded our projections (ii) U.S.$96 million from the Equipment division related to external sales (out of total sales for the period of U.S.$116 million), in line with our projections and (iii) U.S.$38 million from the Contractual Data Acquisition division, in line with our projections;
- EBITDAs (excluding restructuring costs related to the Transformation Plan) should exceed our projections and grow by more than 10% compared to the year ended December 31, 2016 (in which EBITDAs amounted to U.S.$328 million) due to relatively strong Multi-Client sales during the three months ended December 31, 2017, with a less favorable cash flow generation;
- our restructuring costs relating to the Transformation Plan and the Financial Restructuring are estimated to be U.S.$187 million (including U.S.$26 million incurred during the last quarter of 2017);
- our net debt is estimated to be U.S.$2,640 million (at an exchange rate of U.S.$1.20 per €1.00), compared to U.S.$2,571 million as of September 30, 2017 (at an exchange rate of U.S.$1.18 per €1.00), including U.S.$315 million of liquidity as of December 31, 2017. Our liquidity, which was higher than projected at year end, can be attributed to strict cash management, a lower level of capital expenditures and better collection of trade receivables. Nevertheless, cash generation for the year ended December 31, 2017 is estimated to be less favorable than the year ended December 31, 2016 due to the absence of a positive working capital contribution compared to 2016.

These figures are estimates and have not been audited by our statutory auditors. The preliminary estimated results set forth herein are not a comprehensive statement of our financial results as of and for the year ended December 31, 2017, remain subject to the completion of our standard internal review for the period and have not been reviewed by our statutory auditors.

Our consolidated financial statements as of and for the year ended December 31, 2017 will not be available until after the Financial Restructuring is completed. We expect to publish our financial results as of and for the year ended December 31, 2017 on March 9, 2018, in accordance with our financial calendar. The final financial results as of and for the year ended December 31, 2017 may vary from our expectations and may be materially different from the preliminary financial estimates we have provided due to, among other things, reviewing adjustments or the discovery of new information that alters expectations about our 2017 results or that impacts estimates and assumptions underlying our 2017 results estimates. Accordingly, investors should not place undue reliance on such financial information.

Financial Indebtedness as of December 31, 2017

As of December 31, 2017, the Group's total financial indebtedness amounted to U.S.$2,955.3 million. The table below sets forth a breakdown of the Group's total financial indebtedness as of December 31, 2017:

(in U.S. dollars unless otherwise specified)	**Total principal amount excluding accrued interest**	**Accrued interest**	**IFRS adjustments**	**Total**
Secured and guaranteed				
French Revolving Facility (Euro tranche) (in euros)	124,600,000	66,077	—	124,666,077
French Revolving Facility (U.S. dollar tranche)	160,000,000	81,078	(586,102)	159,494,976
U.S. Revolving Facility	161,933,711	439,791	(290,202)	162,083,300
2019 Secured Term Loan	337,845,969	202,521	(440,886)	337,607,604
Total Secured Debt [(1)]	809,212,460	802,636	(1,317,190)	808,697,906
Unsecured and Guaranteed				
Senior Notes due 2020 (in euros)	400,000,000	26,502,777	(181,002)	426,321,775
Senior Notes due 2021	675,625,000	46,949,726	(722,088)	721,852,638
Senior Notes due 2022	419,636,000	27,728,032	(161,419)	447,202,613
Total Senior Notes [(1)]	1,574,981,000	106,462,538	(1,100,583)	1,680,342,955
Unsecured and Unguaranteed				
Convertible bonds due 2019 (in euros)	34,933,352	435,471	(1,416,764)	33,952,059
Convertible bonds due 2020 (in euros)	325,165,550	5,674,807	(28,505,283)	302,335,074
Total convertible bonds (in euros)	360,098,902	6,110,278	(29,922,047)	336,287,133
Other Debt				
Leases	—	—	58,097,646	58,097,646
Other	4,884,900	—	—	4,884,900
Total Other Debt [(1)]	4,884,900	—	58,097,646	62,982,546

(in U.S. dollars unless otherwise specified)	**Total principal amount excluding accrued interest**	**Accrued interest**	**IFRS adjustments**	**Total**
Total financial indebtedness as of December 31, 2017 (1)	**2,820,944,973**	**114,593,231**	**19,794,362**	**2,955,332,566**

Note :

(1) Calculated based on an exchange rate of €1 = U.S.$1.1993.

Between September 30, 2017 and December 31, 2017, the principal amount of our financial indebtedness excluding accrued interest increased by U.S.$17 million, including (i) U.S.$16.6 million related to the impact of currency exchange rates on our debt denominated in euros, (ii) U.S.$(0.6) million related to the payment of the principal amount of certain of our financial indebtedness in accordance with their original payment schedule, and (iii) U.S.$1.0 million of new debts incurred between September 30, 2017 and December 31, 2017, bringing the principal amount of our financial indebtedness to U.S.$2,820.9 million.

Accrued interest increased over the same period by U.S.$27.1 million, including (i) U.S.$24.7 million of interest on the Senior Notes, (ii) U.S.$2.0 million of interest on the convertible bonds and (iii) U.S.$0.4 million of interest on the secured debt and other debts. Taking into account interest accrued minus interest paid over the period, total accrued interest amounted to U.S.$114.6 million as of December 31, 2017.

IFRS adjustments increased by U.S.$6 million over the same period, including U.S.$6.5 million related to amortization/currency exchange rate differences on capitalized costs and U.S.$(0.5) million of IFRS debt reduction related to the Galileo property in Massy which is leased. Total IFRS adjustments amounted to U.S.$19.8 million as of December 31, 2017.

As of December 31, 2017:

(i) Senior Notes due 2020 traded at a price reflecting a discount of 53.4% compared to their face value;

(ii) Senior Notes due 2021 traded at a price reflecting a discount of 52.9% compared to their face value;

(iii) Senior Notes due 2022 traded at a price reflecting a discount of 52.5% compared to their face value;

(iv) convertible bonds due 2019 traded at a price reflecting a discount of 31.3% compared to their face value; and

(v) convertible bonds due 2020 traded at a price reflecting a discount of 82.7% compared to their face value.

Financial indebtedness and liquidity after completion of the transactions provided for in the Financial Restructuring

Following the transactions provided for in the Financial Restructuring (taking into account the U.S.$150.0 million partial cash repayment of claims under our secured debt), our gross financial indebtedness will be reduced from approximately $2.95 billon to approximately $1.2 billion.

Based on the estimated EBITDAs for the year ended December 31, 2017, the net debt to EBITDAs[1] ratio before restructuring costs related to the Transformation Plan[2] (leverage ratio) for the year 2017 will, immediately after completion of the transactions contemplated in the Safeguard Plan, be below 2x, compared to more than 7x in the absence of any financial restructuring.

The impact of the Financial Restructuring on our liquidity is expected to be as follows:

- the implementation of the Financial Restructuring produces cumulative net savings of financial costs in cash (after interest payments and principal repayments) over the period between 2017 and 2019 of approximately U.S.$225 million, after considering the costs related to the restructuring (including legal, financial and expert fees) and the tax impact of the Safeguard proceedings;
- we will have an increase in liquidity of approximately U.S.$300 million immediately after the implementation of the Financial Restructuring, corresponding to the remaining proceeds from: (i) the Rights Issue, and (ii) the issuance of the New Money Second Lien Notes, after payment of the various fees related to placement and backstop and any partial repayment of claims under our secured debt; and
- we will have the capacity to raise new secured debt in the future, *pari passu* with the First Lien Notes in an amount of up to U.S.$200 million, the Secured Lenders having agreed to share their security and guarantees up to U.S.$900 million; after the Financial Restructuring, the amount of the First Lien Notes would be approximately U.S.$679 million (after taking into account the maximum U.S.$150.0 million partial cash repayment of claims under our secured debt).

The implementation of the Safeguard Plan

The draft Safeguard Plan was approved on July 28, 2017 by the committee of banks and financial institutions and by the general meeting of bondholders. The different classes of affected creditors in the context of the Chapter 11 proceedings voted in favor of the Plan of Reorganization, which was confirmed by the relevant U.S. bankruptcy court by an order dated October 16, 2017. Our works council, which was also consulted with respect to the draft Safeguard Plan, rendered a favorable opinion during its meeting held on October 2, 2017.

In order to implement the draft restructuring plan, the necessary resolutions were approved by our general meeting of shareholders on November 13, 2017. The draft Safeguard Plan was then approved by judgment of the Commercial Court of Paris on December 1, 2017. The judgment of the Commercial Court of Paris relating to the Safeguard Plan was recognized and made enforceable in the United States under the Chapter 15 proceeding on December 21, 2017.

The completion of the share capital reduction through the decrease in the par value of our shares to €0.01, as decided in the 18th resolution of the general meeting of shareholders held on November 13, 2017, was approved by the board of directors of the Parent on January 15, 2018. Consequently, as of such date, our share

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[1] EBITDAs is defined as earnings before interest, tax, income from equity affiliates, depreciation, amortization net of amortization expense capitalized to Multi-Client, and share-based compensation cost. Share-based compensation includes both stock options and shares issued under our share allocation plans. EBITDAS is presented as additional information because we understand that it is one measure used by certain investors to determine our operating cash flow and historical ability to meet debt service and capital expenditure requirements. However, other companies may present EBITDAs differently. EBITDAs is not a measure of financial performance under IFRS and should not be considered as an alternative to cash flow from operating activities or as a measure of liquidity or an alternative to net income as indicators of our operating performance or any other measures of performance derived in accordance with IFRS. See "*Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operation—EBIT and EBITDAS (unaudited)*" in our financial statements as of and for the nine months ended September 30, 2017, incorporated by reference herein, for the reconciliation of EBITDAs to our net income.

[2] These correspond to the costs related to the industrial transformation of the Group and the Financial Restructuring, including the cost of downsizing the Group's fleet, changes of ownership and renegotiation of the vessel charter contracts, personnel costs, site closure costs and fees and expenses related to the Financial Restructuring.

capital amounted to €221,331 represented by 22,133,149 shares, each with a €0.01 par value, all of the same class and fully paid up.

On February 9, 2018, the Parent announced that the Rights Issue of approximately €112.2 million (including share premium) was oversubscribed at the end of the subscription period with a total demand of approximately €132.5 million, representing approximately 118.06% of the offer amount. The Rights Issue forms part of the Financial Restructuring and settlement and delivery and admission to trading on Euronext Paris of the new shares and warrants contemplated by the Rights Issue are scheduled for the Restructuring Effective Date, subject to the satisfaction of the conditions to the settlement and delivery set out in the Safeguard Plan.

Undertakings by us and certain of our creditors in the framework of the Safeguard proceedings

Undertakings by the Company

Bpifrance Participations (which, as of September 30, 2017, held 9.35% of our share capital and 10.90% of the voting rights) voted in favor of the resolutions required to implement the Financial Restructuring at the general meeting of shareholders held on November 13, 2017 on second notice, in light of the undertakings made by us, upon authorization from the board of directors, in a letter dated October 16, 2017 (the "BPI Letter") sent to the supervising judge of the Paris Commercial Court (*juge commissaire*) and to the judicial administrator (*administrateur judiciaire*). Pursuant to such letter, we:

- undertook to refrain from any form of disposal of our significant assets until December 31, 2019, pursuant to article L. 626-14 of the French Commercial Code, as such disposals are not provided for by our three-year business plan (the "Business Plan"); consequently, should such disposals appear necessary due to the evolution of market conditions that would impede implementation of the Business Plan, we would have to request the prior authorization of the Commercial Court of Paris;
- confirmed that the Business Plan does not provide for any form of disposal of significant assets held in France or abroad, including by our direct or indirect subsidiaries; with respect to any disposal of significant assets that is likely to result in a substantial change to the means or goals of the draft Safeguard Plan, we would have to request the prior authorization of the Commercial Court of Paris, pursuant to article L.626-26 of the French Commercial Code; however, pursuant to the BPI letter, we will keep the necessary flexibility to take an active part, as the case may be, in the potential consolidation or other form of evolution that may occur in the seismic acquisition market;
- confirmed that the Safeguard Plan does not contemplate and, in light of the underlying market assumptions , the Business Plan does not contemplate any social or industrial restructurings in France, it being noted that its strategic transformation plan, which was implemented at the end of 2016, has already led to the reduction of the Group's workforce by half as compared to the end of 2013; more precisely, unless otherwise authorized by the Commercial Court of Paris, we undertook to refrain from implementing any redundancy plan in France until December 31, 2019, and to maintain, and to do what is necessary for the French law subsidiaries we control within the meaning of article L.233-3 of the French Commercial Code to maintain our decision centers currently located in France, including our registered office, until December 31, 2022; and
- undertook (i) not to take any measure to oppose the governance undertakings made by the Signatory Creditors (as defined below), it being specified however, that we assumed no responsibility in the event that one or more third parties other than the Signatory Creditors were to hold a sufficient number of voting rights to impose a composition of the board of directors that would differ from the one provided for under such undertakings, and (ii) to have Bpifrance Participations participate in the

discussions that will take place (with the Signatory Creditors, among others) with respect to the new composition of our of directors, in accordance with the provisions of the Lock-Up Agreement.

The trustees in charge of overseeing the implementation of the plan (*commissaires à l'exécution du plan*), appointed by the Commercial Court of Paris, will issue a yearly report on the compliance with the undertakings that we make under the Safeguard Plan and the BPI Letter, which have been acknowledged by the Commercial Court of Paris in its judgment approving the Safeguard Plan; any breach may potentially lead to the termination of the Safeguard Plan, in accordance with applicable laws and regulations. In accordance with article L. 626-26 of the French *Code de commerce*, any substantial change in the goals or the means of the Safeguard Plan can only be decided by the Commercial Court of Paris, further to a report by such trustees.

Undertakings of certain Senior Noteholders

Each of (i) Attestor Capital LLP[3], (ii) Boussard & Gavaudan Asset Management LP[4], and (iii) DNCA Finance, Oralie Patrimoine and DNCA Invest SICAV[5] (each, a "Signatory Creditor") agreed to the following undertakings, on October 16, 2017, upon request from the *Direction Générale des Entreprises*, which have been acknowledged by the Commercial Court of Paris in its judgment approving the Safeguard Plan on December 1, 2017:

- to have Bpifrance Participations involved in the discussions that will be held (with each of the Signatory Creditors, among others) regarding the composition of the board of directors, in accordance with the provisions of the Lock-Up Agreement;
- to vote, at our first ordinary shareholders' meeting following the completion of the Financial Restructuring, in favor of the candidates for directors that have been agreed between our current board of directors and the relevant Signatory Creditor in the context of the above referred process;
- no Signatory Creditor nor any of its affiliates or related persons shall be represented on our board of directors unless such Signatory Creditor or the funds, entities or accounts managed or advised directly or indirectly by it or its affiliates (i) holds together 10% or more of our share capital or (ii) demonstrates the existence of fiduciary duties (including the duties of the relevant funds' management companies to manage the money entrusted to them by investors in the best interest of such investors);
- to vote in favor of any draft resolutions and, if necessary and subject to holding a sufficient shareholding in compliance with article L. 225-105 of the French Commercial Code, to submit any draft resolutions to the shareholders' meeting in order to maintain our board of directors composed of 60% of independent directors and that such composition of the board continues to reflect, in accordance with the current situation, the diversity of geographical origins of the members of the board of directors, while complying with our registered office location;
- to vote in favor of any draft resolutions and, if necessary, and subject to holding a sufficient shareholding in compliance with article L. 225-105 of the French Commercial Code, to submit any draft resolutions to the shareholders' meeting in order to ensure that our articles of association

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[3] Attestor Capital LLP and the funds, entities or accounts managed or advised directly or indirectly by it or its affiliates hold U.S.$118,918,787 of Senior Notes and do not hold any of our shares or convertible bond.

[4] Boussard & Gavaudan Asset Management LP and the funds, entities or accounts managed or advised directly or indirectly by it or its affiliates hold U.S.$173,971,173 of Senior Notes and €23,314,383 of convertible bonds. However, they do not hold any of our shares.

[5] DNCA Finance, Oralie Patrimoine and DNCA Invest SICAV and the funds, entities or accounts managed or advised directly or indirectly by them or their respective affiliates hold (i) approximately 5.5% of the total amount in principal of the Senior Notes, (ii) approximately 20.7% of the total amount in principal of the convertible bonds, and (iii) approximately 7.9% of our share capital.

provide that any chief executive officer (*directeur général*) succeeding, as the case may be, the current chief executive officer, will have his main place of residence located in France.

The abovementioned undertakings of each of the Signatory Creditors are effective from the date of completion of the Financial Restructurings and through December 31, 2019, subject to the relevant Signatory Creditor remaining a shareholder, it being specified that such Signatory Creditors did not enter into any undertakings to keep our shares.

The trustees in charge of overseeing the implementation of the plan (*commissaires à l'exécution du plan*) appointed by the Commercial Court of Paris, will issue a yearly report on the compliance with the undertakings made by the Signatory Creditors; any breach potentially leading to the termination of the Safeguard Plan, in accordance with applicable laws and regulations.

In addition, each of the Signatory Creditors declared that it is not acting in concert with any other Signatory Creditor, with Bpifrance Participations, or with any other third party.

Challenge to the extraordinary general meeting of November 13, 2017

On December 7, 2017, a minority shareholder of ours filed a claim in summary proceedings (*procédure de référé*) against us to obtain the cancellation of the extraordinary general meeting of November 13, 2017 that approved the resolutions necessary for the implementation of the Financial Restructuring. By an order issued on January 4, 2018, the President of the Commercial Court of Paris declared such minority shareholder's claim inadmissible. The shareholder has until February 21, 2018 to appeal the Commercial Court's order, however, as of the date of these listing particulars, no such appeal has been filed.

SUMMARY OF THE OFFERING

The Issuer	CGG S.A.
Securities Offered	US$355,141,000 and €80,372,000 floating rate/8.5% PIK Second Lien Senior Secured Notes due 2024, comprising: (a) US$274,975,000 and €80,372,000 in aggregate principal amounts of New Money Second Lien Notes issued pursuant to the Private Placement Agreement and (b) US$80,166,000 in aggregate principal amount of Second Lien Interest Notes to be settled by way of set-off of claims only against interest claims under Senior Notes.
Issue Price	100%, plus accrued interest if any.
Issue Date	February 21, 2018.
Maturity	February 21, 2024.
Interest	For Notes denominated in U.S. dollars: • cash interest will accrue at a rate of LIBOR (subject to a floor of 1.00%) + 4.00% per annum; and • PIK Interest will accrue at a rate of 8.50% per annum. For Notes denominated in euros: • cash interest will accrue at a rate of EURIBOR (subject to a floor of 1.00%) + 4.00% per annum; and • PIK Interest will accrue at a rate of 8.50% per annum.
Subsidiary Guarantees	Initially, the Notes will be guaranteed on a senior basis by CGG Holding B.V., CGG Holding (U.S.) Inc., CGG Marine B.V., CGG Services (U.S.) Inc., Viking Maritime Inc., Alitheia Resources Inc. and CGG Land (U.S.) Inc. (the "Initial Guarantors"). Our other subsidiaries as of the Issue Date will not guarantee the Notes and, in certain circumstances, we may elect to have certain guarantors released from the Subsidiary Guarantees. The Subsidiary Guarantees will be senior secured obligations of the guarantors and will: • rank senior in right of payment to all of the applicable guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Subsidiary Guarantees; • rank equally in right of payment to all of the applicable guarantor's existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payments to the Subsidiary Guarantees; • be effectively subordinated in right of payment to all of the applicable guarantor's existing and future debt secured by a senior priority lien (including such guarantor's

	guarantee under the First Lien Notes), to the extent of the value of the assets securing such debt, and be structurally subordinated to all current and future indebtedness and other obligations, including trade payables, of any subsidiary of a guarantor if that subsidiary is not also a guarantor of the Notes; and • be effectively senior in right of payment to all of the applicable guarantor's existing and future debt secured by a junior priority lien and unsecured senior debt and other unsecured obligations, in each case, to the extent of the value of the assets securing the Notes Guarantees.
Ranking	The Notes will be our senior secured obligations and will: • rank senior in right of payment to our existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes; • rank equally in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payments to the Notes; • be effectively subordinated in right of payment to all our existing and future debt secured by a senior priority lien (including the First Lien Notes), to the extent of the value of the assets securing such debt, and be structurally subordinated to all current and future indebtedness and other obligations, including trade payables, of each of our subsidiaries that is not a guarantor of the Notes; and • be effectively senior in right of payment to all of our existing and future debt secured by a junior priority lien and unsecured senior debt and other unsecured obligations, in each case, to the extent of the value of the assets securing the Notes. The Indenture will permit us and our subsidiaries to incur additional indebtedness (including additional secured indebtedness), subject to certain conditions.
Collateral	The Notes and Subsidiary Guarantees will be secured by a "silent second lien" on all of the collateral granted to the First Lien Notes as at the date the Notes are issued, as well as such collateral that may in the future be granted to the First Lien Notes if legally feasible to have a "silent second lien" under local laws. The First Lien Notes will be secured by the same security interests as the existing security package in respect of the French Revolving Facility, the U.S. Revolving Facility and the 2019 Secured Term Loan, save for (i) a release of the security granted by CGG Holding I (UK) Limited, CGG Holding II (UK) Limited, Sercel Inc and Sercel GRC (the "Excluded

	Guarantors"), (ii) a release of security over streamers, other marine equipment and equipment rental receivables granted by CGG Marine BV, (iii) pledge of the shares in CGG Marine Resources Norge AS, (iv) account control agreements shall be required with respect to bank accounts and securities accounts (other than in respect of (A) payroll accounts and withholding tax accounts, (B) escrow, fiduciary and trust accounts to the extent held for other persons and (C) accounts below a threshold to be agreed) in the United States of obligors located in the United States or any state or territory thereof to the extent required pursuant to the personal property security and pledge agreement referred to in Schedule V of the Indenture, and (v) short form intellectual property security agreements shall be required to be filed with the U.S. Copyright Office or U.S. Patent & Trademark Office with respect to copyrights, patents and trademarks, as applicable, in each case which are registered in the U.S., of obligors. As at the date the Notes are issued, the only account control agreements will be in respect of cash accounts. The Notes will have no additional security other than the security granted to the First Lien Notes as at the date the First Lien Notes are issued (and as may be supplemented thereafter to the extent permitted under the finance documents, subject to corporate benefit and other legal limitations).
Collateral Agent	The Bank of New York Mellon, London Branch
Intercreditor Agreement	The Intercreditor Agreement will set out various matters governing the relative rights relating to the indebtedness and obligations under the Notes and certain other existing and future indebtedness and obligations permitted under the Indenture. Although the Notes will be secured by certain liens on the Collateral, under the terms of the Intercreditor Agreement, the holders of the Notes will be subject to certain limitations on their ability to take certain actions in respect of their interests in the Collateral. See "*Description of Other Indebtedness—The Intercreditor Agreement*".
Optional Redemption	We may redeem at any time: • within the first year following the Issue Date, at 120% of the principal amount of the Notes being redeemed at the relevant redemption date; • after the first year and through the second year following the Issue Date, at 120% of the principal amount of the Notes being redeemed at the relevant redemption date; • after the second year and through the third year following the Issue Date, at 112.5% of the principal amount of the Notes being redeemed at the relevant redemption date; and

	• after the third year following the Issue Date, at 100% of the principal amount of the Notes being redeemed at the relevant redemption date. plus, in each of the foregoing cases, accrued and unpaid interest thereon to the applicable redemption date.
Change of Control	If we undergo a change of control, each holder may require us to repurchase all or a portion of the Notes held by such holder at 101% of the principal amount thereof, plus accrued and unpaid interest.
Asset Sales	If we sell assets, under certain circumstances, we will be required to make an offer to purchase the Notes at 100% of the principal amount thereof, plus accrued and unpaid interest thereon, with excess proceeds from the sale of such assets.
Redemption for Taxation Reasons	Under certain conditions (see "Description of the Notes"), the Issuer or any Guarantor will be required to pay additional amounts to the holders of the Notes to compensate them for any amounts deducted from payments to them in respect of the Notes on account of certain taxes and other governmental charges. If the Issuer or any Guarantor become obliged to pay such additional amounts in respect of the Notes as a result of a change in law, the Notes will be subject to redemption, in whole but not in part, at the option of the Issuer at a price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest thereon if any.
Certain Covenants and Events of Default	The Indenture will contain certain covenants and events of default that, among other things, limit our ability and that of certain of our subsidiaries to: • incur or guarantee additional indebtedness or issue preferred shares; • pay dividends or make other distributions; • purchase equity interests or redeem subordinated indebtedness prior to its maturity; • create or incur certain liens; • create or incur restrictions on the ability to pay dividends or make other payments to us; • enter into transactions with affiliates; • issue or sell capital stock of our subsidiaries; • engage in sale-and-leaseback transactions; and • sell assets or merge or consolidate with another company. All of these limitations are subject to a number of important qualifications and exceptions. If at any time the Notes receive ratings of BBB- or higher from Standard & Poor's Ratings Services ("Standard & Poor's") and Baa3 or higher from Moody's Investors Service, Inc.

	("Moody's"), and no default or event of default has occurred and is continuing, certain restrictions, covenants and events of default will cease to be applicable to the Notes for so long as the Notes maintain such ratings.
Original Issue Discount	The Notes will be considered to be issued with original issue discount ("OID") for U.S. federal income tax purposes. Accordingly, U.S. holders generally will be required to include such OID in gross income (as ordinary income) on an annual basis under a constant yield accrual method regardless of their regular method of accounting for U.S. federal income tax purposes. As a result, U.S. holders generally will include any OID in income in advance of the receipt of cash attributable to such income. U.S. holders should consult their tax advisors regarding the U.S. federal income tax consequences of holding the Notes, including the application of the OID rules.
Transfer Restrictions	We have not registered the Notes or the Subsidiary Guarantees of the Notes under the Securities Act or any state securities laws. You may not offer or sell the Notes except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.
Taxation	For a discussion of certain tax consequences of an investment in the Notes, see the section entitled "*Taxation*".
Use of Proceeds	We currently intend to use the net proceeds from the issuance of the New Money Second Lien Notes (net of backstop and commitment costs and fees and other fees related to the issues), together with the net proceeds from a US$125 million Rights Issue with Warrants #2 limited to existing shareholders of CGG, as follows: • first, up to US$250 million, to provide for our financial and operating needs, including (i) the Accrued Convertible Bond Interest Payment of approximately €4.46 million and (ii) the payment of restructuring-related fees and expenses other than the backstop fees and expenses and all other fees relating to the Rights Issue and the issuance of the New Money Second Lien Notes and Warrants; • second, to repay the Secured Lenders on a pro rata basis, the amount of such repayment being limited to a maximum of US$150 million in aggregate; and • lastly, to cover (i) our financial needs (including the payment of restructuring-related fees and expenses other than, *inter alia*, subscription and backstop fees and expenses) and (ii) any delay in our redeployment. The net proceeds from the Rights Issue, net of backstop fees and other costs, expenses or fees of the global offering, will be approximately €112.2 million.

	There will be no proceeds from the issuance of the Second Lien Interest Notes. The Second Lien Interest Notes will be settled by way of set-off of claims only against interest claims under Senior Notes. See "*Use of Proceeds*".
Listing	Application has been made to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF. The Warrants will not be listed on any regulated or non-regulated market.
Governing Law	The Indenture, the Notes, the Subsidiary Guarantees and the Intercreditor Agreement will be governed by, and construed in accordance with, the laws of the State of New York. The Security Documents will be governed by the laws of England and Wales, France, the Netherlands, Norway, Switzerland and the State of New York, as applicable.
Trustee, Paying Agent, Collateral Agent and International Security Agent	The Bank of New York Mellon, London Branch
U.S. Collateral Agent	The Bank of New York Mellon
Luxembourg Listing Agent, Registrar and Transfer Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch

For further information regarding the Notes, see "Description of the Notes".

Risk Factors

Investment in the Notes offered hereby involves certain risks. You should carefully consider the information under "*Risk Factors*" and all other information included or incorporated by reference in these listing particulars before investing in the Notes.

SUMMARY FINANCIAL INFORMATION

The following summary historical consolidated financial information as at and for the three years ended December 31, 2016 is derived from our consolidated audited financial statements incorporated by reference in these listing particulars. Our consolidated audited financial statements as at and for the years ended December 31, 2016, 2015 and 2014 that are incorporated by reference in these listing particulars have been audited by Ernst & Young et Autres.

On November 13, 2017, we published our unaudited 2017 third quarter financial statements, which are incorporated by reference in these listing particulars.

The summary financial data included below should be read in conjunction with, and are qualified in their entirety by reference to, our consolidated financial statements incorporated by reference in these listing particulars and "*Use of Proceeds*". Our consolidated financial statements were prepared in accordance with International Financial Reporting Standards ("IFRS") as adopted by the European Union.

Statements of operations data and balance sheet data as at and for the year ended December 31, 2016, 2015 and 2014.

	As at and for the year ended December 31,		
	2016	**2015**	**2014**
	(In millions of US$ except per share data and ratios)		
Statement of operations data:			
Operating revenues	1,195.5	2,100.9	3,095.4
Other income from ordinary activities	1.4	1.4	1.5
Cost of operations	(1,250.4)	(1,817.2)	(2,510.8)
Gross profit	(53.5)	285.1	586.1
Research and development expenses, net	(13.6)	(68.7)	(101.2)
Marketing and selling expenses	(62.2)	(87.2)	(113.9)
General and administrative expenses	(84.3)	(98.5)	(146.6)
Other revenues (expenses)	(182.9)	(384.5)	(506.9)
Impairment of goodwill	—	(803.8)	(415.0)
Operating income	(396.5)	(1,157.6)	(697.5)
Cost of financial debt, net	(174.2)	(178.5)	(200.6)
Other financial income (loss)	(11.4)	(54.5)	(43.0)
Income taxes	13.7	(77.0)	(123.8)
Equity in income of affiliates	(8.2)	21.4	(81.7)
Net income (loss)	(576.6)	(1,446.2)	(1,146.6)
Attributable to:			
Non-controlling interests	(3.2)	4.0	7.8
Owners of CGG S.A.	(573.4)	(1,450.2)	(1,154.4)
Balance sheet data:			
Cash and cash equivalents	538.8	385.3	359.1
Working capital[(1)]	334.6	428.5	539.4
Property, plant & equipment, net	708.6	885.2	1,238.2

	As at and for the year ended December 31,		
	2016	**2015**	**2014**
	(In millions of US$ except per share data and ratios)		
Multi-client surveys	847.9	927.1	947.4
Goodwill	1,223.3	1,228.7	2,041.7
Total assets	4,861.5	5,513.0	7,061.0
Gross financial debt[(2)]	2,850.4	2,884.8	2,778.9
Equity attributable to owners of CGG S.A.	1,120.7	1,312.2	2,693.0

Notes:

(1) "Working capital" is defined as net trade accounts and notes receivable, net inventories and work-in-progress, tax assets, other current assets and assets held for sale less trade accounts and notes payable, accrued payroll costs, income tax payable, advance billings to customers, deferred income, current provisions and other current liabilities.

(2) "Gross financial debt" is defined as financial debt, including current maturities and bank overdrafts.

RISK FACTORS

An investment in the Notes involves risks. Before investing in the Notes, you should carefully consider the following risk factors and all information contained or incorporated by reference in these listing particulars. Additional risks and uncertainties of which we are not aware or that we believe are immaterial may also adversely affect our business, financial condition, liquidity, results of operations or prospects. If any of these events occur, our business, financial condition, liquidity, results of operations or prospects could be materially and adversely affected. If that happens, we may not be able to pay interest or principal on the Notes when due and you could lose all or part of your investment.

Risks related to our Financial Restructuring, our business and our indebtedness and market and other risks

For information about the risks related to our Financial Restructuring, business, industry and indebtedness as well as market and other risks, see "Part I—Item 3: Key Information—Risk Factors" in the 2016 Annual Report, "Chapter 3.1—Risk Factors" of the First Update and "Chapter 3.1—Risk Factors" of the Second Update incorporated by reference in these listing particulars.

Risks related to the Notes

There may not be sufficient Collateral to satisfy our obligations under all or any of the Notes.

The liens securing the Notes will be junior in priority to the liens securing the First Lien Notes. Indebtedness under the Notes is secured by a "silent second lien" on (i) all of the collateral securing the First Lien Notes as at the date the Notes are issued and (ii) all other collateral that may in the future be granted to the First Lien Notes, if legally feasible to have silent second lien under local laws. In addition, the Indenture will permit us to incur up to US$200 million of additional senior secured indebtedness on a first lien basis. Your rights as a holder of the Notes to the Collateral would be diluted by any increase in the debt secured by the relevant Collateral or a reduction of the Collateral securing the Notes. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding or other enforcement event against us, the proceeds of the assets securing the Notes will be used first to pay indebtedness with a senior lien on the Collateral, including the First Lien Notes, and then to pay the Notes and any other indebtedness with a *pari passu* lien on the Collateral in accordance with the Intercreditor Agreement. After the proceeds of the Collateral have been used to satisfy the First Lien Notes, the Notes and any other indebtedness with a *pari passu* or senior lien on the Collateral, any Notes remaining outstanding will be general unsecured claims that will be equal in right of payment with our and the guarantors' senior unsecured indebtedness.

The Indenture may permit the release of all or substantially all of the Collateral that will secure the Notes with the consent of less than all affected holders of the then outstanding Notes. If this were the case and in the future we seek and receive the consent of holders for the release of all or substantially all of the Collateral securing the Notes, then the Notes may become our general unsecured obligations and may no longer be effectively senior to our indebtedness secured by a junior priority lien and unsecured senior debt and other obligations that are not, by their terms, subordinated in right of payment to the Notes.

In addition, the value of the Collateral and the amount to be received upon a sale of such Collateral will depend upon many factors, including, among others, the ability to sell the Collateral in an orderly sale, the condition of the economies in which operations are located and the availability of buyers. The book value of the Collateral should not be relied on as a measure of realizable value for such assets. All or a portion of the Collateral may be illiquid and may have no readily ascertainable market value. Likewise, we cannot assure you that there will be a market for the sale of the Collateral, or, if such a market exists, that there will not be a

substantial delay in its liquidation. In addition, the share pledges of an entity may be of no value if that entity is subject to insolvency or bankruptcy proceedings.

We will rely in part on our subsidiaries for funds necessary to meet our financial obligations, including the Notes.

We conduct a significant proportion of our activities through our subsidiaries. We will depend in part on those subsidiaries for dividends and other payments to generate the funds necessary to meet our financial obligations, including the payment of principal and interest on the Notes. We cannot assure you that the earnings from, or other available assets of, these operating subsidiaries, together with our own operations, will be sufficient to enable us to pay principal or interest on the Notes when due.

Although the occurrence of specific change of control events affecting us will permit you to require us to repurchase your Notes, we may not be able to repurchase your Notes.

Upon the occurrence of specific change of control events affecting us, you will have the right to require us to repurchase your Notes at 101% of their principal amount, plus accrued and unpaid interest. Our ability to repurchase your Notes upon such a change of control event would be limited by our access to funds at the time of the repurchase and the terms of our debt agreements, which agreements could restrict or prohibit such a repurchase. The occurrence of a change of control may also result in a default under our other current or future financial obligations, giving rise to the rights of the holders of such obligations to accelerate payment thereunder. The source of funds for these repayments would be our available cash or cash generated from other sources. However, we cannot assure you that we will have sufficient funds available upon a change of control to make these repayments and any required repurchases of tendered Notes.

Uncertainty relating to the LIBOR and EURIBOR calculation process may adversely affect the value of, and return on, the Notes.

Reference rates and indices, including interest rate benchmarks such as the London Interbank Offered Rate ("LIBOR") and the Euro Interbank Offered Rate ("EURIBOR"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("Benchmarks") have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance LIBOR or its discontinuation could have a material adverse effect on the Notes.

The Indenture provides that the interest rate in respect of the cash interest in respect of the Notes shall be determined by reference to the applicable Reuters or a Bloomberg screen. In circumstances where neither the applicable Reuters nor the Bloomberg screen is available, due to LIBOR or EURIBOR being discontinued, the Indenture provides for the interest rate in respect of the cash interest to be determined by the Company by reference to quotations from four major banks of the rate offered by them for deposits to prime banks in the applicable interbank market.

Where such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of LIBOR or EURIBOR, as applicable), the interest rate in respect of the cash interest may revert to the interest rate in respect of the cash interest applicable as at the last preceding interest period. If LIBOR or EURIBOR, as applicable, is discontinued permanently, the same interest rate will continue to apply in respect of the cash interest for each successive interest period until the maturity of the Notes, so that the Notes will, in effect, become fixed rate notes utilising the last available LIBOR or EURIBOR rate, as applicable. Uncertainty as to the continuation of LIBOR and EURIBOR, the availability of quotes from

reference banks, and the rate that would be applicable if LIBOR or EURIBOR is discontinued may adversely affect the value of, and return on, the Notes.

Interest on the Notes will partially be paid in PIK Interest rather than cash.

In addition to cash interest, the Notes will accrue PIK Interest at a rate of 8.50% per annum. See "*Description of the Notes—Principal, Maturity and Interest*". The payment of interest through an increase in the principal amount of the outstanding Notes or the issuance of new Notes will increase the amount of our indebtedness and would increase the risks associated with our level of indebtedness.

Courts, under certain circumstances, may void the Subsidiary Guarantees.

Our creditors or the creditors of one or more guarantors of the Notes or a trustee, liquidator, administrator or other controller appointed to a guarantor or a debtor in a bankruptcy, liquidation, dissolution, reorganization or similar proceeding concerning us or any guarantor could challenge the Subsidiary Guarantees as fraudulent transfers, fraudulent conveyances, preferences, insolvent transactions or uncommercial transactions or on other grounds (including because of the absence of a corporate benefit to the guarantor or due to financial assistance principles) under applicable U.S. federal or state law or the applicable law governing the country of incorporation of the Initial Guarantors or any future guarantors. While the relevant laws vary from one jurisdiction to another, the entering into the Subsidiary Guarantees by certain of our subsidiaries could be found to be a fraudulent transfer, fraudulent conveyance, preference, insolvent transaction or uncommercial transaction or otherwise void or unenforceable if a court were to determine that, for example, one or more of the following apply to the provision of the Subsidiary Guarantees:

- a guarantor incurred its Subsidiary Guarantee with the intent to defeat, hinder, delay, defraud or otherwise interfere with its existing or future creditors;
- the guarantor did not receive reasonably equivalent value or fair consideration in exchange for the incurrence of the Subsidiary Guarantee and the guarantor was insolvent on the date the Subsidiary Guarantee obligation was incurred, or became insolvent as a result of the incurrence of the guarantee obligation;
- the guarantor incurred its Subsidiary Guarantee in contravention of laws relating to the provision of financial assistance;
- a reasonable person in the guarantor's circumstances would not have entered into the transaction having regard to the benefits (if any) to the guarantor, the detriment to the guarantor and the respective benefits to other parties;
- the guarantor was engaged, or was about to engage, in a business or transaction for which its remaining assets constituted unreasonably small capital to carry on its business;
- the guarantor intended to incur, or believed it would incur, debts that would be beyond its ability to pay the debts as they matured;
- the guarantor was a defendant in an action for money damages or had a judgment for money damages docketed against it (if, in either case, after final judgment, the judgment is unsatisfied); or
- the availability of certain equitable remedies that are in the discretion of the courts.

To the extent a court voids a Subsidiary Guarantee as a fraudulent transfer, fraudulent conveyance, preference, insolvent transaction or uncommercial transaction or holds it unenforceable for any other reason, holders of Notes would cease to have any direct claim against the guarantor that incurred the Subsidiary Guarantee. If a court were to take this action, the guarantor's assets would, in certain jurisdictions, be applied first to satisfy

the guarantor's liabilities, including trade payables and preferred stock claims, if any, before any portion of its assets could be distributed to us to be applied to the payment of the Notes. We cannot assure you that a guarantor's remaining assets would be sufficient to satisfy the claims of the holders of Notes relating to any voided portions of the Subsidiary Guarantees. In other jurisdictions, if a Subsidiary Guarantee is so voided or held unenforceable, you will cease to have any claim against the guarantor.

The Notes, the Subsidiary Guarantees and pledges of Collateral will be subject to certain limitations including on enforcement, and may be limited by applicable laws or other considerations or subject to certain defenses or contractual restrictions that may limit their existence, validity and enforceability.

The Indenture will provide that the Subsidiary Guarantees and certain security interests will be limited to the maximum amount that can be guaranteed by the relevant guarantor without rendering the relevant Subsidiary Guarantee or security interest voidable or otherwise ineffective under applicable law and enforcement of each Subsidiary Guarantee and security interest would be subject to certain generally available defences. These limitations, laws and defences include those that relate to corporate benefit, fraudulent transfer or conveyance, voidable preference, tax, thin capitalization, financial assistance, corporate purpose, capital maintenance or similar laws, regulations or defences affecting the rights of creditors generally.

Additionally, any pledge of Collateral in favor of the security or collateral agent(s) specified in the relevant Security Document (each, an "Applicable Security Agent") and any other secured party as specified in the relevant Security Document, including pursuant to security documents delivered after the date of the Indenture, may be avoided by the grantor (as debtor-in-possession) or by its trustee in bankruptcy if the transfer is: (i) to or for the benefit of a creditor; (ii) for or on account of an antecedent debt owed by the grantor before such transfer was made; (iii) made while the grantor is insolvent; (iv) made on or within 90 days before the date on which a bankruptcy petition is filed (or made within one year if the creditor is an insider); and (v) that enables the creditor to receive more than the creditor would receive if the bankruptcy case were a case under chapter 7 of the Bankruptcy Code and the transfer had not been made.

In addition, under the terms of the indentures, we will be permitted in the future to incur additional indebtedness and other obligations that may share in the liens on the Collateral securing the Notes and the liens on the collateral securing our other secured debt. The granting of new security interests may require the releasing and retaking of security or otherwise create new hardening periods in certain jurisdictions. The applicable hardening period for these new security interests will run from the moment each new security interest has been granted or perfected. At each time, if the security interest granted or recreated were to be enforced before the end of the respective hardening period applicable in such jurisdiction, it may be declared void or ineffective or it may not be possible to enforce it. Further, certain security documents governing security interests granted by the guarantors will provide that the amounts guaranteed by such security interests will be limited to the extent of the amount guaranteed by such guarantor. Therefore, limitations in the Subsidiary Guarantees will also serve to limit the amounts guaranteed by the pledges of Collateral.

French law contains specific provisions for dealing with fraudulent conveyances both within and outside of bankruptcy. These are known as the "*action paulienne*" provisions. Under French law, as interpreted by French published case law, an "*action paulienne*" can be exercised by a creditor against a debtor if it is established that: (i) the creditor had suffered a loss as a result of a fraud committed by the debtor; (ii) when it acted, the debtor was aware or should have been aware that the creditor's means of recovery would be hindered by its actions; and (iii) the debtor's assets were no longer sufficient to discharge the debtor's obligations against the creditor.

The Notes and the Subsidiary Guarantees will be structurally subordinated to the liabilities and any preferred stock of the non-guarantor subsidiaries.

Some, but not all, of our subsidiaries will guarantee the Notes. Unless a subsidiary is a guarantor, our subsidiaries do not have any obligation to pay amounts due on the Notes or to make funds available for that purpose. Accordingly, the holders should only rely on the Subsidiary Guarantees of the Notes to provide credit support in respect of payments of principal or interest on the Notes.

Our operating subsidiaries are separate and distinct legal entities and those of our subsidiaries that do not guarantee the Notes have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Notes or to make any funds available therefor, whether by dividends, loans, distributions or other payments, and do not guarantee the payment of interest on, or principal of, the Notes. Generally, claims of creditors of a non-guarantor subsidiary, including trade creditors, and claims of any preferred stockholders of the subsidiary, will have priority with respect to the assets and earnings of the subsidiary over the claims of creditors of its parent entity, including claims against us under the Notes and by noteholders under the Subsidiary Guarantees. In the event of any foreclosure, dissolution, winding-up, liquidation, reorganization, administration or other bankruptcy or insolvency proceeding of any of our non-guarantor subsidiaries, the creditors of the guarantors (including the holders of the Notes) will have no right to proceed against such subsidiary's assets and holders of their indebtedness and their trade creditors will generally be entitled to payment in full of their claims from the assets of those subsidiaries before any guarantor, as direct or indirect shareholder, will be entitled to receive any distributions from such subsidiary. As such, the Notes and each Subsidiary Guarantee are each structurally subordinated to the creditors (including trade creditors) and any preferred stockholders of our non-guarantor subsidiaries.

We will continue to have control over the Collateral securing the Notes, and the sale of particular assets could reduce the pool of assets securing the Notes.

The Security Documents will, subject to the terms of the Indenture, allow us to remain in possession of, retain control over, freely operate, and collect, invest and dispose of any income from the Collateral securing the Notes. So long as no default or event of default under the Indenture or the indenture governing the First Lien Notes is occurring or would result therefrom, we may, among other things, without any release or consent by the relevant Applicable Security Agent, conduct ordinary course activities with respect to the relevant Collateral, such as selling or otherwise disposing of such Collateral and making ordinary course cash payments, including repayments of indebtedness.

The grant of Collateral to secure the Notes might be challenged or voidable in an insolvency proceeding.

The grant of Collateral in favor of any relevant Applicable Security Agent and any other secured party, as specified in the relevant Security Documents, may be voidable by the grantor or by an insolvency trustee, liquidator, receiver or administrator or by other creditors, or may be otherwise set aside by a court, or be unenforceable if certain events or circumstances exist or occur, including, among others, if the grantor is deemed to be insolvent at the time of the grant, or if the grant permits the secured parties to receive a greater recovery than if the grant had not been given and an insolvency proceeding in respect of the grantor is commenced within a legally specified "clawback" period following the grant.

For example, if certain collateral was secured after the Issue Date and the grantor of such security interest were to become subject to a bankruptcy or winding-up proceeding after the Issue Date, then any mortgage or security interest in collateral delivered after the Issue Date would face a greater risk than security interests in place on the Issue Date of being avoided by the grantor or by its trustee, receiver, liquidator, administrator or similar authority, or otherwise set aside by a court, as a preference under insolvency law. To the extent that the grant of any security interest is voided, you would lose the benefit of the security interest. In particular, with

respect to security interests to be created for the Notes by us, a French company, that will be so created for pre-existing indebtedness under the Notes, if any such security interest is deemed, in judicial reorganization or liquidation proceedings relating to us, to have been granted during the "suspect period" (*période suspecte*), such security will be set aside by the court in the relevant insolvency proceedings.

In addition, the grant of Collateral may be voidable as a preference under insolvency or fraudulent transfer or similar laws of certain jurisdictions, such as Switzerland, within a certain period of the creation of such Collateral.

The Security Interests in the Collateral are not directly granted to the holders of the Notes.

The security interests in the Collateral that secures, amongst other obligations, our obligations under the Notes and the obligations of the guarantors under the Subsidiary Guarantees are not granted directly to holders of the Notes (save for security granted under Swiss law governed security documents) but are granted only in favor of the relevant Applicable Security Agent (as the case may be, on behalf of the Trustee and the holders of the Notes in accordance with the Indenture and the Intercreditor Agreement). Other than as set out in the Swiss law governed security documents, the holders will not have direct security interests and will not be entitled to take enforcement action in respect of the Collateral securing the Notes, except through the Trustee, who will (subject to the provisions of the Indenture and the Intercreditor Agreement) provide instructions to the relevant Applicable Security Agent with respect to the Collateral. Also, the enforcement of the direct security interests created under Swiss law governed security documents may be restricted by contractual agreements to the effect that only the Trustee (subject to the provisions of the Indenture and the Intercreditor Agreement) may be entitled to take enforcement action in respect to the Collateral.

The security interests in the Collateral over French assets will not be granted directly to the holders of the Notes but will be granted only in favor of the International Security Agent, the Collateral Agent and the collateral agent under the Second Lien Indenture (the "Second Lien Collateral Agent") and will also be granted in favor of such Applicable Security Agents through parallel debts covenants as further described below. As a consequence, holders of the Notes will not have direct security interests, and in any case will not be entitled to take enforcement action in respect of the Collateral securing the Notes, except through the Trustee, which will (subject to the applicable provisions of the Indenture) provide instructions to the International Security Agent in respect of the Collateral.

The pledge over the shares of CGG Services SAS, Sercel Holding and Sercel (the "French Share Pledges"), and the receivables pledge over the rights over certain intercompany receivables (the "Receivables Pledge" and together with the French Share Pledges, the "French Pledges"), will be governed by French law. Under French law, certain "accessory" security interests such as pledges require that the pledgee and the creditor be the same person. Such security interests cannot be held on behalf of third parties who do not hold the secured claim, unless they act as fiduciaries under Article 2011 of the French *Code civil* or as security agents under Article 2488-9 of the French *Code civil*.

The Intercreditor Agreement will provide for the creation of "parallel debt" obligations in favor of the International Security Agent and the Indenture will provide for the creation of "parallel debt" obligations in favour of the Collateral Agent (together, the "Parallel Debts") mirroring, amongst other things, the obligations of the Issuer and the guarantors (as principal obligors) towards the holders of the Notes under or in connection with the Indenture (the "Principal Obligations"). The Parallel Debts will at all times be in the same amount and payable at the same time as their respective Principal Obligations. Any payment in respect of the relevant Principal Obligations shall discharge the corresponding Parallel Debts and any payment in respect of any Parallel Debt shall discharge the corresponding Principal Obligations. Pursuant to the Parallel Debts, each of the International Security Agent and the Collateral Agent, respectively, becomes the holder of a claim equal to each amount payable by an obligor under the Notes. The French Pledges will directly secure the Parallel

Debts, and may not directly secure the obligations under the Notes and the other indebtedness secured by the Collateral. The holders of the Notes will not be entitled to take enforcement actions in respect of such security interests except through the International Security Agent (even if they are in some instances direct beneficiaries of the security interests in the Collateral).

None of the parallel debt and trust mechanism constructs have been generally recognized by French courts and to the extent that the Notes or security interests created under the Parallel Debts and/or trust constructs are successfully challenged by other parties, holders of the Notes will not receive any proceeds from an enforcement of such Subsidiary Guarantees or security interests in the Collateral. In addition, the holders of the Notes will bear the risks associated with the possible insolvency or bankruptcy of the International Security Agent or the Collateral Agent.

There is one published decision of the French Supreme Court (*Cour de cassation*) on Parallel Debt mechanisms (*Cass. com.* September 13, 2011 n°10-25533 Belvedere) relating to a bond documentation governed by New York law. This decision recognized the enforceability in France of certain rights (especially the filing of claims in safeguard proceedings) of a security agent benefiting from a parallel debt. In particular, the French Supreme Court upheld the proof of claim of the legal holders of a parallel debt claim, considering that it did not contravene French international public policy (*ordre public international*) rules. The ruling was made on the basis that the French debtor was not exposed to double payment or artificial liability as a result of the parallel debt mechanism. Although this court decision is generally viewed by legal practitioners and academics as a recognition by French courts of parallel debt structures in such circumstances, there is no assurance that such a structure will be effective in all cases before French courts. The legal issue addressed by the court was limited to the proof of claims and the court was not asked to uphold generally French security interests securing a parallel debt. Case law on this matter is scarce and based on an analysis of the particular facts and circumstances. The decision should not be considered as a general recognition of the enforceability in France of the rights of a security agent benefiting from a parallel debt claim. There is no certainty that the parallel debt construct will be enforceable under French law.

To the extent that the security interests in the Collateral created under the Parallel Debts construct are successfully challenged by other parties, holders of the Notes will not be entitled to receive any proceeds from an enforcement of the security interests in the Collateral. The holders of the Notes will bear the risks associated with the possible insolvency or bankruptcy of the International Security Agent or the Collateral Agent as beneficiary of the respective Parallel Debts.

The concept of "trust" has been recognized by the French Tax Code and the French Supreme Court (*Cour de cassation*), which has held, in the same published decision referred to above (*Cass. com.* September 13, 2011 n°10-25533 Belvedere) that a trustee validly appointed under a trust governed by the laws of the State of New York could validly be regarded as a creditor in safeguard proceedings opened in France. However, while substantial comfort may be derived from the above, France has not ratified the Hague Convention of July 1, 1985 on the law applicable to trusts and on their recognition, so that the concept of "trust" has not been generally recognized under French law. See "*Limitations on Validity and Enforceability of the Security Interests and Guarantees and Certain Insolvency Law Considerations —France—Parallel debt–trust*".

The French Share Pledges, which will be governed by French law, will be pledges over a securities account (*nantissement de compte de titres financiers*) to which the shares of the relevant French companies are credited. In France, no lien searches are available for security interests that not registered, such as pledges over securities accounts (*nantissements de comptes de titres financiers*). As a result, no assurance can be given on the priority of the pledge over the securities account in which the shares of the relevant French companies are registered.

French Pledges may only secure payment obligations and may only be enforced following an acceleration resulting in a payment default and up to the secured debt amount. Pledges over shares of French companies may be enforced at the option of the secured creditor either by a sale of the pledged shares in a public auction (the proceeds of the sale being paid to the secured creditors), by judicial foreclosure (*attribution judiciaire*) or by contractual foreclosure (*attribution conventionnelle*) of the shares to the secured creditor, following which the secured creditor becomes the legal owner of the pledged shares. If the secured creditors chose to enforce by way of foreclosure (whether a judicial foreclosure or private foreclosure), the secured liabilities would be deemed extinguished up to the value of the foreclosed assets. In a proceeding for judicial or contractual foreclosure, an expert is appointed to value the collateral (in this case, the pledged shares) and if the value of the collateral exceeds the amount of secured debt, the secured creditors may be required to pay the obligor a "*soulte*" equal to the difference between the value of the shares and the amount of the secured debt. This is true regardless of the actual amount of proceeds ultimately received by the secured creditors from a subsequent sale of the collateral. Under the Intercreditor Agreement, we purport to defer the payment of the *soulte* to the earlier of (i) the date which is 18 months after the date on which such foreclosure occurs and (ii) the date on which the relevant debt is considered discharged in accordance with the Intercreditor Agreement. Such deferral of the *soulte* has not been tested under French law.

Consequently, in the event that the beneficiaries under the French Share Pledges are entitled to, and decide to, enforce the French Share Pledges through judicial or contractual foreclosure, and the value of such shares exceeds the amount of the secured debt, such secured creditors may be required to pay to the relevant pledgor a "*soulte*" equal to the amount by which the value of such shares exceeds the amount of the secured debt.

If the value of such shares is less than the amount of the secured debt, the relevant amount owed to the relevant creditors will be reduced by an amount equal to the value of such shares, and the remaining amount owed to such creditors will be unsecured.

Alternatively, the relevant beneficiaries under the French Share Pledges could decide to undertake the sale of the pledged shares by public auction. As public auction procedures are not designed for a sale of a business as a going concern, however, it is possible that the sale price received in any such auction might not reflect the value of the Group as a going concern.

It may be difficult to realize the value of the Collateral securing the Notes.

The Collateral securing the Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections permitted under the Indenture. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the Collateral securing the Notes as well as the ability of the Trustee or Applicable Security Agent to realize or foreclose on such Collateral.

The security interests of the Applicable Security Agent are subject to practical problems generally associated with the realization of security interests on the Collateral securing the Notes. For example, under Swiss law, the enforcement of share pledges, whether by means of a sale or an appropriation, is subject to certain specific requirements. The applicable Trustee or the Applicable Security Agent may need to obtain the consent of a third party to enforce a security interest. We cannot assure you that the Trustee or Applicable Security Agent will be able to obtain any such consents. We also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the applicable Trustee or the Applicable Security Agent may not have the ability to foreclose upon those assets and the value of the Collateral securing the Notes may significantly decrease.

Furthermore, under applicable law, a security interest in certain tangible and intangible assets can only be properly perfected, and its priority retained, through certain actions undertaken by the secured party or the grantor of the security. The liens on the Collateral securing the Notes may not be perfected if we or the

applicable Trustee or the Applicable Security Agent fails or is unable to take the actions we are or it is required, as the case may be, to take to perfect any of these liens.

The value of the Collateral securing the Notes may not be sufficient to secure post-petition interest in the United States.

In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding against us in the United States, holders of the Notes will only be entitled to post-petition interest under the United States Bankruptcy Code to the extent that the allowed secured claim is secured by property that has a value which is greater than the amount of such claim. Holders of the Notes that have a security interest in Collateral with a value equal or less than their allowed claim will not be entitled to post-petition interest under the United States Bankruptcy Code. No appraisal of the fair market value of the Collateral has been prepared in connection with the issuance of the Notes and therefore the value of the noteholders' interest in the Collateral may not equal or exceed the principal amount of the Notes.

Your rights in the Collateral may be adversely affected by the failure to perfect security interests in the Collateral.

Under applicable law, a security interest in certain tangible and intangible assets will only be properly perfected, and its priority retained, through certain actions undertaken by the secured party or the grantor, as applicable, of the security. The liens on the Collateral securing the Notes may not be perfected if we or the Applicable Security Agent fails or is unable to take the actions required to perfect any of these liens. In addition, applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property and equipment subject to a certificate and certain proceeds, can only be perfected at or promptly following the time such property and rights are acquired and identified.

The Trustee and the Applicable Security Agent will not monitor, or we may not comply with our obligations to inform the Trustee or Applicable Security Agent of, any future acquisition of property or rights by us, and the necessary action may not be taken to properly perfect the security interest in such after-acquired property or rights. Such failure may result in the invalidity of the security interest in the Collateral or adversely affect the priority of the security interest in favor of the Notes against third parties. Neither the Trustee nor the Applicable Security Agent has any obligation to monitor the acquisition of additional property or rights by us or the perfection of any security interest.

Enforcing your rights as a noteholder or under the Subsidiary Guarantees across multiple jurisdictions may prove difficult and relevant insolvency laws in France and other jurisdictions may provide you with less protection than U.S. Bankruptcy law.

The Notes will be issued by CGG, a *société anonyme* incorporated under the laws of France, and will initially be guaranteed by the Initial Guarantors, which are incorporated or organized under the laws of Delaware, the United States, and the Netherlands. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in France and the United States. Proceedings could also be initiated in other jurisdictions in which we or our subsidiaries operate. Such multijurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of your rights. Your rights under the Notes and the Subsidiary Guarantees will be subject to the insolvency and administrative laws of several jurisdictions and there can also be no assurance that you will be able to effectively enforce your rights in such complex, multiple bankruptcy, insolvency or similar proceedings.

Subject to the above, in the event that any one of us, the Initial Guarantors, any future guarantors, if any, or any of our other subsidiaries experienced financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. Subsidiary Guarantees and security provided by entities organized in jurisdictions not

discussed herein are also subject to material limitations pursuant to their terms, by statute or otherwise. Any enforcement of the Subsidiary Guarantees or security after bankruptcy or an insolvency event in such other jurisdictions will be subject to the insolvency laws of the relevant entity's jurisdiction of organization or other jurisdictions. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfers, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceeding. The application of these laws, or any conflict among them, could call into question whether any particular jurisdiction's laws should apply, adversely affect your ability to enforce your rights under the Subsidiary Guarantees or the security in these jurisdictions or limit any amounts that you may receive. In addition, the laws of certain of the jurisdictions in which the guarantors are organized limit the ability of these subsidiaries to guarantee debt of, or provide security for, other companies.

Your rights in the Collateral may be adversely affected by the failure to perfect security interests in the Collateral.

Under applicable law, a security interest in certain tangible and intangible assets will only be properly perfected, and its priority retained, through certain actions undertaken by the secured party or the grantor, as applicable, of the security. The liens on the Collateral securing the Notes may not be perfected if we or the Applicable Security Agent fails or is unable to take the actions we are or it is required, as the case may be, to take to perfect any of these liens. In addition, applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property and equipment subject to a certificate and certain proceeds, can only be perfected at or promptly following the time such property and rights are acquired and identified.

The Trustee and the Applicable Security Agent for the Notes will not monitor, or we may not comply with our obligations to inform the Trustee or the Applicable Security Agent of, any future acquisition of property or rights by us, and the necessary action may not be taken to properly perfect the security interest in such after-acquired property or rights. Such failure may result in the invalidity of the security interest in the Collateral or adversely affect the priority of the security interest in favor of the Notes against third parties. Neither the Trustee nor the Applicable Security Agent for the Notes has any obligation to monitor the acquisition of additional property or rights by us or the perfection of any security interest.

Because we are organized under the laws of France, you may be unable to recover in civil proceedings for U.S. securities laws violations.

Judgments of U.S. courts, including those predicated on the civil liability provisions of the federal securities laws of the United States, may not be enforceable in French courts. As a result, holders of Notes who obtain a judgment against us in the United States may not be able to require us to pay the amount of the judgment. It may not be possible for holders to effect service of process within the United States upon our directors and officers or to enforce against these persons, or us, judgments of United States courts predicated upon civil liability provisions of the federal securities laws of the United States. See "*Service of Process and Enforcement of Liabilities*".

A trading market for the Notes may not develop.

There has not been an established trading market for the Notes.

The liquidity of any market for the Notes will depend upon the number of holders of the Notes, our performance, the market for similar securities, the interest of securities dealers in making a market in the Notes and other factors, including general declines or disruptions in the markets for debt securities. Although we have applied to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF, a liquid trading market may not develop or continue to exist for the Notes.

In addition, the Notes may trade at prices that are lower than their purchase price.

The transfer of Notes is restricted and we do not intend to register the Notes under the Securities Act.

The Notes offered hereby have not been registered under the Securities Act or the securities laws of any State of the United States and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

You should inform yourself of the tax impact of acquiring Notes.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Further, a Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes.

Prospective investors are advised not to rely upon the tax summary contained in these listing particulars but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of each prospective investor. This risk factor has to be read in connection with the taxation sections of these listing particulars.

See the risk factor below titled "*The Notes offered hereby will be issued with OID for U.S. federal income tax purposes*" in these listing particulars.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

The EU Proposed Financial Transactions Tax may apply.

The European Commission has published on February 14, 2013 a proposal for a Directive for a common financial transactions tax ("FTT") in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the "Participating Member States"). Estonia has since then officially announced its withdrawal from the negotiations.

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain transactions relating to the Notes (including secondary market transactions) in certain circumstances. The issuance of Notes should however be exempt.

Under current proposal's the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain transactions relating to the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is the subject of the transaction is issued in a Participating Member State.

The FTT proposal remains subject to negotiation between the Participating Member States and its scope remains uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional European Union Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

If the proposed Directive or any similar tax is adopted, transactions on the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished.

The Notes offered hereby will be issued with OID for U.S. federal income tax purposes.

Notes offered hereby will be considered to be issued with OID for U.S. federal income tax purposes. Accordingly, in addition to the stated interest on the Notes, U.S. holders generally will be required to include any OID in gross income (as ordinary income) as it accrues (on a constant yield to maturity basis) in advance of the receipt of cash payments attributable to such OID and regardless of such holder's regular method of accounting for U.S. federal income tax purposes. U.S. holders should consult their tax advisers regarding the U.S. federal income tax consequences of holding the Notes, including the application of the OID rules.

Prospective investors should consult their tax advisors regarding the tax consequences of an investment in the Notes.

In view of the number of different jurisdictions where tax laws may apply to a holder, except as described in "*Taxation*", these listing particulars do not discuss any of the tax consequences to prospective investors of the acquisition, ownership and disposition of the Notes. Prospective investors should consult their tax advisors regarding the tax consequences to them of acquiring, owning and disposing of the Notes, as well as the uncertainties with respect thereto, and should carefully consider those consequences and uncertainties before making a decision to invest.

USE OF PROCEEDS

The gross proceeds from the issuance of the New Money Second Lien Notes will be US$375 million. We estimate that our net proceeds from the issuance of the New Money Second Lien Notes, net of backstop and commitment fees, will be approximately US$337.5 million.

The issuance of the New Money Second Lien Notes is fully backstopped by Backstop Parties, which will receive a 3% backstop fee and Backstop Warrants allowing to subscribe for new ordinary shares representing 1.5% of our share capital (after dilution resulting from the Rights Issue, the Convertible Bond Equitization, the Senior Note Equitization, the exercise of the Coordination Warrants, the exercise of the Backstop Warrants and the exercise of the Warrants, but prior to the exercise of Warrants #1 and Warrants #2) for €0.01 per new share. We will also pay a 7% commitment fee to parties committing to subscribe for the New Money Second Lien Notes pro rata to the amount actually subscribed for.

We currently intend to use the net proceeds from the issuance of the New Money Second Lien Notes, together with the net proceeds from a US$125 million Rights Issue with Warrants #2 limited to existing shareholders of CGG, as follows (net of backstop and commitment costs and fees and other fees related to the issues):

- first, up to US$250 million, to provide for our financial and operating needs, including (i) the Accrued Convertible Bond Interest Payment of approximately €4.46 million and (ii) the payment of restructuring-related fees and expenses other than the backstop fees and expenses and all other fees relating to the Rights Issue and the issuance of the New Money Second Lien Notes and Warrants;
- second, to repay the Secured Lenders on a pro rata basis, the amount of such repayment being limited to a maximum of US$150 million in aggregate; and
- lastly, to cover (i) our financial needs (including the payment of restructuring-related fees and expenses other than, *inter alia*, subscription and backstop fees and expenses) and (ii) any delay in our redeployment.

The net proceeds from the Rights Issue, net of backstop fees and other costs, expenses or fees of the global offering, will be approximately €112.2 million.

There will be no proceeds from the issuance of the Second Lien Interest Notes. The Second Lien Interest Notes will be settled by way of set-off of claims only against interest claims under Senior Notes.

DESCRIPTION OF OTHER INDEBTEDNESS

The First Lien Notes

Overview

In the context of the Financial Restructuring, we, through our wholly-owned subsidiary, CGG Holding (U.S.) Inc., will issue US$663,635,732 principal amount of First Lien Notes due 2023.

Interest

Interest on the First Lien Notes will accrue from February 21, 2018 as follows: (a) cash interest at a rate of LIBOR (subject to a floor of 1.00%) + 6.50% per annum; and (b) payment in kind interest at a rate per annum of 2.050% per annum; provided that any payment of interest at Stated Maturity or in connection with accrued interest paid upon any redemption or repurchase of any First Lien Notes will be paid entirely in cash, including an amount equal to any PIK Interest component then due and payable.

Optional Redemption

We may redeem all or part of the First Lien Notes at any time

- prior to August 21, 2018, unconditionally redeem, in whole but not in part, at a redemption price of 100% of the principal amount thereof;
- at any time after August 21, 2018, but prior to February 21, 2021, in whole or in part, at a redemption price equal to 100% of the principal amount thereof; and
- at any time after February 21, 2021, in whole or in part, at a redemption price of 100% of the principal amount thereof,

plus, in each of the foregoing cases, accrued and unpaid interest thereon to the applicable redemption date.

In addition, we may redeem all, but not less than all, of the First Lien Notes at a redemption price equal to 100% of the principal amount of the First Lien Notes in the event of certain changes in tax laws.

Change of Control

If we undergo a change of control, each holder may require us to repurchase all or a portion of the First Lien Notes at 101% of the principal amount thereof, plus accrued and unpaid interest.

Ranking

The First Lien Notes will be our senior secured obligations and will rank senior in right of payment to our existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the First Lien Notes, equally in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payments to the First Lien Notes and will be structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the First Lien Notes and will be effectively senior in right of payment to all of our existing and future debt secured by a junior priority lien and unsecured senior debt and other unsecured obligations, in each case, to the extent of the value of the assets securing the First Lien Notes.

In addition, the guarantees in respect of the First Lien Notes will be effectively subordinated to all current and future indebtedness and other obligations, including trade payables, of our subsidiaries that do not guarantee the First Lien Notes.

Guarantees and Security

The First Lien Notes will be guaranteed on a senior basis by CGG S.A. and the other subsidiaries that are guarantors under the Notes. If CGG Holdings (U.S.) Inc. fails to make payments on the First Lien Notes, the guarantors must make them instead.

The First Lien Notes and the related guarantees will be secured by a first priority lien on all of the Collateral granted to the holders of the Notes.

Covenants and Events of Default

The indenture governing the First Lien Notes will contain certain covenants and events of default that, among other things, limit our ability and the ability of our subsidiaries to:

- be creditors in respect of loans;
- incur financial indebtedness or guarantees or allow them to remain outstanding;
- pay dividends, make other distributions, pay management fees or redeem share capital;
- create or incur certain liens;
- create or incur restrictions on the ability to pay dividends or make other payments to us;
- enter into transactions with affiliates;
- issue or sell capital stock of our subsidiaries;
- engage in sale-and-leaseback transactions;
- sell assets or merge or consolidate with another company;
- enter into treasury transactions;
- acquire a company or other shares or equity interest of any other person or incorporate a company;
- enter into joint venture transactions;
- incur any capital lease obligations; and
- redeem junior debt prior to its maturity.

All of these limitations are subject to a number of important qualifications and exceptions.

The Intercreditor Agreement

The trustee and the collateral agents under the indentures that govern the First Lien Notes and the Notes are parties to an Intercreditor Agreement (the "Intercreditor Agreement") which establishes the relative rights of the secured parties under the First Lien Notes (the "First Lien Secured Parties"), on one hand, and the secured parties of the Notes (the "Second Lien Secured Parties"), on the other hand, in the collateral.

Limitations on Enforcement of Second Lien Obligations

While obligations under the First Lien Notes or any other senior priority obligations (collectively, the "First Lien Obligations") are outstanding, the Intercreditor Agreement provides that the Second Lien Secured Parties will not be permitted to (1) accelerate the obligations under the Notes or any other junior priority obligations (collectively, the "Second Lien Obligations"), (2) enforce any guarantee of the Second Lien Obligations, (3) exercise any right to require a member of the Group to acquire any liability relating to the Second Lien Obligations unless the First Lien Secured Parties exercise a similar right, (4) exercise any right of set-off,

account combination or payment netting against any member of the Group in respect of any Second Lien Obligations, (5) commence any legal or arbitration proceeding or judicial or non-judicial foreclosure proceeding, (6) exercise any right, remedy or power against collateral, (7) enter into any compromise, assignment or arrangement with any member of the Group which owes Second Lien Obligations or obtain any lien, guarantee or indemnity in respect of the Second Lien Obligations or (8) petition or vote for or take any steps in relation to winding up, dissolution or reorganization or any member of the Group which owes Second Lien Obligations (each of clauses (1) to (8) being an "Enforcement Action").

Despite these limitations on enforcement, the Second Lien Secured Parties are permitted under the Intercreditor Agreement to (A) take any action under clause (5) or (8) above which is necessary to preserve the claims in respect of the Second Lien Obligations, (B) obtain an injunction to restrain any putative breach of any agreements in respect of the Second Lien Obligations (the "Second Lien Note Documents"), (C) obtain specific performance (other than in respect of payment obligations), (D) request judicial interpretation of any provision in any Second Lien Note Document with any demand for monetary damages or (E) bring legal proceedings against any person in connection with any fraud, securities violation or securities or listing regulations.

The trustee or a collateral agent under Notes may take any Enforcement Action after a period of 180 consecutive days after the date the trustee under the Notes (the "Second Lien Representative") delivers to the First Lien Representative a notice of an event of default under the Second Lien Note Documents (the "Standstill Period"). After the expiration of the Standstill Period and after giving 10 business days' notice to the First Lien Representative of its intention to take an Enforcement Action, the Second Lien Representative or any other Second Lien Secured Party may take any Enforcement Action. Notwithstanding the expiration of the Standstill Period, no Second Lien Secured Party may take any Enforcement Action if (i) the First Lien Representative or any First Lien Secured Party is diligently pursuing remedies with respect to collateral or (ii) any obligor under the First Lien Notes is a debtor under a bankruptcy proceeding.

Turnover

Subject to certain exceptions, if any party to the Intercreditor Agreement obtains possession of any collateral or realizes any proceeds or payment in respect of any such collateral, pursuant to any Second Lien Note Document or by the exercise of any rights available to it under applicable law or in any insolvency or liquidation proceeding or through any other exercise of remedies, at any time prior to the discharge of First Lien Obligations, then it shall hold such collateral, proceeds or payment in trust for the First Lien Representative and promptly transfer such collateral, proceeds or payment, as the case may be, to the First Lien Representative.

Automatic Release of Liens

If, at any time (x) the First Lien Representative forecloses upon or otherwise exercises remedies against any collateral (whether or not any insolvency or liquidation proceeding is pending at the time) or (y) any collateral is sold, transferred or disposed of by any grantor in a transaction then permitted by the First Lien Note Documents, subject to certain exceptions, the liens in favor of the collateral agent for the benefit of Second Lien Creditors on such collateral will automatically be released and discharged; provided that in the case of clause (x) any proceeds of any collateral realized therefrom shall be applied as described in "Distribution of Enforcement Proceeds" below.

Distribution of Enforcement Proceeds

If an Event of Default (under and as defined in any First Lien Note Document or Second Lien Note Document) has occurred and is continuing and the First Lien Representative is taking an Enforcement Action in respect of any collateral, or any distribution is made in respect of any collateral in any case under any bankruptcy law (a "Bankruptcy Proceeding") of any grantor of collateral, or the First Lien

Representative or any secured party receives any payment with respect to any collateral, the proceeds of any sale, collection or other liquidation or disposition of any such collateral received by the First Lien Representative or any secured party and proceeds of any such distribution, shall be applied as follows:

1. first, the payment in full in cash of costs and expenses of any First Lien Representative, the International Security Agent or any other First Lien Secured Party (other than the noteholders of the First Lien Notes) in connection with such Enforcement Action or Bankruptcy Proceeding or to a Second Lien Representative or any other Second Lien Secured Party (other than the noteholders of the Notes) in connection with such Enforcement Action;

2. second, on a pro rata and pari passu basis, to the reimbursement to the relevant First Lien Secured Parties and/or the Second Lien Secured Parties of any amount effectively paid on account of certain Enforcement Actions by way of appropriation under French law ("Soulte") by such First Lien Secured Parties and/or such Second Lien Secured Parties;

3. third, to the payment in full in cash of the First Lien Obligations (other than First Lien Obligations in excess of the principal amount of First Lien Obligations permitted to be incurred under the First Lien Note Documents and Second Lien Note Documents, such excess the "Excess First Lien Obligations") in accordance with the First Lien Note Documents;

4. fourth, to the extent not covered by clause (1) above, to the payment in full in cash of costs and expenses of a Second Lien Representative or any Second Lien Secured Party (other than the noteholders of the Notes) in connection with such Enforcement Action or Bankruptcy Proceeding;

5. fifth, to the payment in full in cash of the Second Lien Obligations (other than Second Lien Obligations in excess of the principal amount of Second Lien Obligations permitted to be incurred under the First Lien Note Documents and Second Lien Note Documents, such excess the "Excess Second Lien Obligations") in accordance with the Second Lien Note Documents;

6. sixth, to the payment in full in cash of the Excess First Lien Obligations in accordance with the First Lien Note Documents;

7. seventh, to the payment in full in cash of the Excess Second Lien Obligations in accordance with the Second Lien Note Documents; and

8. eighth, in payment to any obligor (as applicable) of any Soulte payable and not yet paid, or paid (to the extent paid back to an international security agent in accordance with the terms of the Intercreditor Agreement) as a result of an appropriation under French law;

provided, that no payment will be made to an account opened in a financial institution situated in a "non-cooperative state or territory" as set forth in the French tax code or to any person incorporated, domiciled or acting through an office in such non-cooperative state or territory.

Payment of a *Soulte*

"Appropriation" means the appropriation (or similar process, including with respect to the security documents which are governed by French law, a judicial foreclosure (*attribution judiciaire*) in accordance with the provisions of Article L. 521-3 of the French *Code de commerce* and Article 2347 of the French *Code civil* and a private foreclosure (*pacte commissoire*) in accordance with the provisions of Article L. 521-3 of the French *Code de commerce* and Article 2348 of the French *Code civil*) of the equity interests of a member of the Group (other than the Company) by the Designated First Lien Representative (as defined in the Intercreditor Agreement) or the Designated Second Lien Representative (as defined in the Intercreditor Agreement) (if applicable) (or any receiver or delegate) which is effected (to the extent permitted under the relevant security documents and applicable law) by enforcement of any Lien over any Collateral.

If following any Appropriation in connection with the enforcement of any Collateral governed by French law, a *Soulte* is owed by the Secured Parties to any Obligor, that Obligor agrees that such *Soulte* shall only become due and payable by the Secured Parties (which have participated in the relevant Appropriation *pro rata* their liabilities which have been extinguished), in connection with the enforcement of any Collateral governed by French law, on the earlier of;

(i) the date which is 18 months after the date on which such Appropriation occurs; and

(ii) the date on which relevant debt is discharged in accordance with the Intercreditor Agreement.

Any payment of the *Soulte* in accordance with the forgoing provisions to any Obligor which shall occur prior to the date on which the relevant debt is discharged in accordance with the Intercreditor Agreement shall be paid to a bank account of the relevant Obligor held with the International Security Agent and pledged in a manner satisfactory to the International Security Agent acting on behalf of the relevant Secured Parties in favour of such Secured Parties as security for the secured obligations to be applied in the order of priority of the payment waterfall described in "*Distribution of Enforcement Proceeds*" above. This pledge agreement shall include an irrevocable instruction from the relevant Obligor to make from such pledged bank accounts any payment required to be fulfilled under the Intercreditor Agreement or any other debt document.

Refinancing

In connection with any refinancing of the First Lien Notes, the representative of such refinancing indebtedness will need to accede to the Intercreditor Agreement as a New Representative via a joinder agreement. Concurrently with the refinancing of the First Lien Notes, the First Lien Representative will deliver a notice to the New Representative and the Second Lien Representative designating the refinancing indebtedness as First Lien Obligations. The majority holders of the new First Lien Obligations will need to deliver a notice to the Second Lien Representative and CGG designating the New Representative as the new Designated First Lien Representative. The Issuer of the refinanced notes will also need to deliver a certificate to the collateral agents and the First Lien Representative and Second Lien Representative designating such refinancing indebtedness as Additional First Lien Debt and certifying that such refinancing indebtedness is permitted under the First Lien Note Documents and Second Lien Note Documents.

DESCRIPTION OF THE NOTES

General

You can find the definitions of certain terms used in this description of the notes under the caption "—*Certain Definitions*". In this description, the word "Company" refers only to CGG S.A., and not to any of its subsidiaries. The Company and the Guarantors are sometimes collectively referred to as the "Obligors".

The New Money Second Lien Notes and the Second Lien Interest Notes (together, the "Notes") will be issued pursuant to the Indenture dated as of the Issue Date among the Company, the Initial Guarantors and The Bank of New York Mellon, London Branch as trustee (in such capacity, the "Trustee"), the collateral agent (in such capacity, the "Collateral Agent") and International Security Agent and The Bank of New York Mellon as U.S. Collateral Agent, in a private transaction that is not subject to the registration requirements of the Securities Act. The terms of the Notes will include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The following description is a summary of the material provisions of the Indenture. It does not restate that agreement in its entirety. We urge you to read the Indenture because it, and not this description, will define your rights as holders of the Notes.

The registered holder of a Note will be treated as the owner of it for all purposes, and all references to "holders" in this "*Description of the Notes*" are to registered holders unless otherwise indicated.

Copies of the Indenture are available for inspection during normal business hours at the office of the Company referred to under the caption "—*Additional Information*", at the corporate trust office of the Trustee at One Canada Square, London E14 5AL, United Kingdom, and at the specified office of each Paying Agent, including, for so long as the Notes are listed on the Luxembourg Stock Exchange, at the specified office of the Paying Agent in Luxembourg. Holders of the Notes are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Indenture.

Brief Description of the Notes

The Notes will, upon issuance:

- be general senior secured obligations of the Company;
- be guaranteed on a senior secured basis by certain Subsidiaries of the Company as described below;
- rank senior in right of payment to all existing and future debt and other obligations of the Company that are, by their terms, expressly subordinated in right of payment to the Notes;
- rank equally in right of payment to all existing and future senior debt and other obligations of the Company that are not, by their terms, expressly subordinated in right of payments to the Notes;
- be effectively subordinated in right of payment to all existing and future debt of the Company secured by a senior priority lien (including the First Lien Notes), to the extent of the value of the assets securing such debt, and be structurally subordinated to all obligations of each of the Company's Subsidiaries that is not a Guarantor of the Notes; and
- be effectively senior in right of payment to all existing and future debt of the Company secured by a junior priority lien and unsecured senior debt and other unsecured obligations, in each case, to the extent of the value of the assets securing the Notes.

Holders of existing and future indebtedness of the Company and its Subsidiaries secured by a senior priority lien, including the First Lien Notes, will have claims with respect to the assets constituting collateral for such secured indebtedness that are superior to the claims of the holders of the Notes. Accordingly, the Notes and the Subsidiary Guarantees will be effectively subordinated to claims of senior priority secured creditors of the Company and the Guarantors to the extent of the value of such collateral.

Only certain Subsidiaries of the Company will guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any Subsidiary of the Company that is not a Guarantor, that Subsidiary will pay the holders of its debt and its trade creditors before it will be able to distribute any of its assets to the Company.

Each of the Initial Guarantors is an obligor under the First Lien Notes. The Indenture will permit the Company and its Subsidiaries (including the Guarantors) to incur additional Indebtedness, including certain additional secured Indebtedness.

As of the date of the Indenture, all of the Company's Subsidiaries will be Restricted Subsidiaries. Under certain circumstances, the Company will be able to designate current or future Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries will not be subject to the restrictive covenants set forth in the Indenture and will not guarantee the Notes.

Notes will be issued in this offering in aggregate principal amounts of US$355,141,000 (the "Dollar Tranche") and €80,372,000 (the "Euro Tranche", and, together with the Dollar Tranche, the "Offered Notes"). The Indenture also provides the Company the flexibility of issuing additional notes in the future in an unlimited amount, including additional notes issued in connection with the payment of PIK Interest (the "Additional Notes"); however, any issuance of such Additional Notes would be subject to the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*". The Offered Notes and any such Additional Notes are collectively referred to as the "Notes" in this "*Description of the Notes*".

Whenever the covenants or default provisions or definitions in the Indenture refer to an amount in US dollars or euros, that amount will be deemed to refer to the U.S. Dollar Equivalent or the Euro Equivalent, respectively, of the amount of any obligation denominated in any other currency or currencies, including composite currencies.

Any other determination of the U.S. Dollar Equivalent or the Euro Equivalent for any purpose under the Indenture will be determined as of a date of determination as described in the definitions of "U.S. Dollar Equivalent" and "Euro Equivalent" under "*—Certain Definitions*" and, in any case, no subsequent change in the U.S. Dollar Equivalent or the Euro Equivalent after the applicable date of determination will cause such determination to be modified.

Principal, Maturity and Interest

The Offered Notes will be limited in aggregate principal amounts of US$355,141,000 and €80,372,000 and will mature on February 21, 2024 at which time 100% of the principal amount of the Notes (including the Additional Notes issued for the PIK Interest (each as defined below)) shall be payable in cash, unless redeemed prior thereto as described herein.

Interest on the Notes will accrue at (i) a rate per annum, reset quarterly, equal to the sum of 4.00% and (a) with respect to the Dollar Tranche, three-month LIBOR and (b) with respect to the Euro Tranche, three-month EURIBOR, in each case as determined by the calculation agent, which shall initially be The Bank of New York Mellon, London Branch, and subject to a 1.00% floor and (ii) a rate per annum of 8.50% payable in kind

(the "PIK Interest") through the issuance of Additional Notes in an aggregate principal amount equal to the PIK Interest for the applicable period, which Additional Notes will have the same terms as the Offered Notes. Interest on the Notes will be payable quarterly on February 21, May 21, August 21 and November 21 of each year, commencing on May 21, 2018, to holders of record on the immediately preceding February 21, May 21, August 21 and November 21. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid with respect to such Notes, from the date of original issuance thereof. In respect of Additional Notes, references to the Issue Date shall mean the issue date of such Additional Notes or such other date as indicated in such Additional Notes. Interest will be computed on the basis of the actual number of days in the year and the actual number of days elapsed. The Notes will be issued in, in the case of the Dollar Tranche, denominations of $200,000 and integral multiples of (A) $1,000 in excess thereof at the time of the initial issuance and (B) $1 in excess thereof thereafter and, in the case of the Euro Tranche, denominations of €100,000 and integral multiples of (A) €1,000 in excess thereof at the time of the initial issuance and (B) €1 in excess thereof thereafter (the "Permitted Denominations"). While the Notes may only be traded in denominations of (A) $200,000 and multiples of $1 in the case of the Dollar Tranche and (B) €100,000 and €1 in excess thereof in the case of the Euro Tranche, for the purpose of the ICSDs the denominations are considered as $1 and €1, respectively. For the avoidance of doubt the ICSDs are not required to monitor or enforce the minimum amount.

Paying Agents and Registrar for the Notes

The Company will maintain one or more paying agents (each, a "Paying Agent") for the Notes in London. For so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF, the Company shall maintain a transfer agent (the "Transfer Agent") in Luxembourg. The initial Paying Agent will be The Bank of New York Mellon, London Branch. The initial Transfer Agent will be The Bank of New York Mellon SA/NV, Luxembourg Branch in Luxembourg.

The Company will also maintain one or more registrars (each, a "Registrar"). The initial Registrar will be The Bank of New York Mellon SA/NV, Luxembourg Branch in Luxembourg. The Registrar and the Transfer Agent in Luxembourg will maintain a register reflecting ownership of Definitive Notes (as defined herein) outstanding from time to time and will make payments on and facilitate transfer of Definitive Notes on behalf of the Company.

The Indenture will provide that any money deposited with the Trustee or any Paying Agent in trust for the payment of the principal of, premium, if any, and interest on any Note and remaining unclaimed for two years after such principal, premium, if any, and interest have become due and payable will be paid to the Company, and will be discharged from such trust; and the holder of such Note will thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such money will thereupon cease.

The Company may at any time designate one or more additional Paying Agents, Registrars or Transfer Agents or rescind the designation of any Paying Agent, Registrar or Transfer Agent or approve a change in the office through which any Paying Agent, Registrar or Transfer Agent acts, except that the Company will be required to maintain a paying agent as specified in the first paragraph of this section. The Company will give notice to each holder of Notes, in the manner described under the caption "*—Notices*", of any change in Paying Agents, Registrars or Transfer Agents.

Transfer and Exchange

Notes sold within the United States to qualified institutional buyers in a private placement exempt from the registration requirements of the Securities Act will initially be represented by one or more global Notes in

registered form without interest coupons attached (the "Rule 144A Global Note"), and Notes sold to non-U.S. persons outside the United States pursuant to Regulation S under the Securities Act will initially be represented by one or more global Notes in registered form without interest coupons attached (the "Regulation S Global Note"). Notes sold in reliance on Section 1145 pursuant to the Confirmation Order will initially be represented by one or more global Notes in registered form without interest coupons attached (the "Section 1145 Global Notes") or one or more of either the Rule 144A Global Note or the Regulation S Global Note, in accordance with the election made by relevant initial holders of such Notes. Notes resold to Institutional Accredited Investors will initially be represented by one or more global Notes in registered form without interest coupons (the "IAI Global Note"). The Section 1145 Gloable Note, the Regulation S Global Note, the IAI Global Note and the Rule 144A Global Note are collectively referred to as the "Global Notes".

During the 40-day distribution compliance period, book-entry interests in the Regulation S Global Notes may be transferred only to non-U.S. persons under Regulation S under the Securities Act or to U.S. persons who are qualified institutional buyers pursuant to Rule 144A under the Securities Act or Institutional Accredited Investors in a private placement exempt from the registration requirements of the Securities Act.

Ownership of interests in the Global Notes (the "Book-Entry Interests") will be limited to persons that have accounts with Euroclear or Clearstream or Persons that may hold interests through such participants. Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below. In addition, transfers of Book-Entry Interests between participants in Euroclear or Clearstream will be effected by Euroclear or Clearstream pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream and their respective participants.

Book-Entry Interests in the Rule 144A Global Note or the IAI Global Note, or the "Restricted Book-Entry Interests", or the Section 1145 Global Note, may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Note, or the "Regulation S Book-Entry Interests", only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

Book-Entry Interests in the Section 1145 Global Note, the Rule 144A Global Note or the Regulation S Global Note may be transferred to a person who takes delivery in the form of Book-Entry Interests in the IAI Global Note only upon delivery (a) by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made pursuant to an exemption from the registration requirements of the Securities Act and (b) by the transferee of a written certification (in the form provided in the Indenture), among others, such transferee is an Institutional Accredited Investor.

Book-Entry Interests in the Section 1145 Global Note, the IAI Global Note or the Regulation S Global Note may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Rule 144A Global Note only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person that such transferor reasonably believes is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A.

Book-Entry Interests in the IAI Global Note, the Rule 144A Global Note or the Regulation S Global Note may not be exchanged for Book-Entry Interests in the Section 1145 Global Note at any time.

Book-Entry Interests in the Regulation S Global Note may be exchanged for a Definitive Registered Note only after expiration of the 40-day distribution compliance period.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred. Accordingly, from and after such transfer,

it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If definitive registered notes ("Definitive Registered Notes") are issued, they will be issued only in Permitted Denominations, upon receipt by the applicable Registrar of instructions relating thereto and any certificates and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, as applicable, from the participant which owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Issuer in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized above.

Subject to the restrictions on transfer referred to above, Notes issued as Definitive Registered Notes may be transferred or exchanged, in whole or in part, in Permitted Denominations, to persons who take delivery thereof in the form of Definitive Registered Notes. In connection with any such transfer or exchange, the Indenture will require the transferring or exchanging holder to, among other things, furnish appropriate endorsements and transfer documents, furnish information regarding the account of the transferee at Euroclear or Clearstream, where appropriate, furnish certain certificates and opinions, and pay any Taxes in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the holder, other than any Taxes payable in connection with such transfer or exchange.

Security

The Notes and the Subsidiary Guarantees will be secured by a "silent second lien" (subject to Permitted Liens and the exceptions described below) on all of the collateral granted to the First Lien Notes as at the date the Notes are issued, as well as such collateral that may in the future be granted to the First Lien Notes if legally feasible to have a "silent second lien" under local laws.

The First Lien Notes will be secured by the same security interests as the existing security package in respect of the French Revolving Facility, the U.S. Revolving Facility and the 2019 Secured Term Loan, save for (i) a release of the security granted by CGG Holding I (UK) Limited, CGG Holding II (UK) Limited, Sercel Inc and Sercel GRC (the "Excluded Guarantors"), (ii) a release of security over streamers, other marine equipment and equipment rental receivables granted by CGG Marine BV, (iii) pledge of the shares in CGG Marine Resources Norge AS, (iv) account control agreements shall be required with respect to certain bank accounts and securities accounts (other than in respect of (A) payroll accounts and withholding tax accounts, (B) escrow, fiduciary and trust accounts to the extent held for other persons and (C) accounts below a threshold to be agreed) in the United States of obligors located in the United States or any state or territory thereof, and (v) short form intellectual property security agreements shall be required to be filed with the U.S. Copyright Office or U.S. Patent & Trademark Office with respect to copyrights, patents and trademarks, as applicable, in each case which are registered in the U.S., of Obligors.

As at the date the Notes are issued, the only account control agreements will be in respect of cash accounts. In addition to the account control agreements and the short form intellectual property agreements described above, as of such date the security package will consist of security over (i) the shares in certain existing and certain future subsidiaries of the Issuer that are owned by the Issuer or other Obligors, (ii) substantially all of the property and other assets (other than real estate and certain other excluded assets) of each Obligor organized under the laws of the United States, and (iii) certain intragroup loan receivables.

The Notes will have no additional security other than the security granted to the First Lien Notes as at the date the First Lien Notes are issued (and as may be supplemented thereafter to the extent permitted under the finance documents, subject to corporate benefit and other legal limitations). In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding against the Obligors, the proceeds of the assets

securing the Notes will be used first to pay indebtedness with a senior lien on the Collateral, including the New First Lien Notes, and then to pay the Notes and any other indebtedness with a *pari passu* lien on the Collateral. After the proceeds of the Collateral have been used to satisfy the New First Lien Notes, the Notes and any other indebtedness with a *pari passu* or senior lien on the Collateral, any Notes remaining outstanding will be general unsecured claims that will be equal in right of payment with our and the guarantors' senior unsecured indebtedness. See "*Risk Factors—Risks Related to the Notes—There may not be sufficient Collateral to satisfy our obligations under all or any of the Notes*.".

Intercreditor Agreements

At the request of the Company, in connection with the incurrence by the Company or the Restricted Subsidiaries of any secured Indebtedness permitted to be incurred under "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*" and "*—Certain Covenants—Liens*", including First Lien Obligations that are secured by a First Lien, Other Pari Passu Lien Obligations and Indebtedness that is secured by a junior priority lien, the Company, the relevant Restricted Subsidiaries, the Trustee, the Collateral Agent and the International Security Agent will enter into with the holder of such Indebtedness (or their duly authorized representatives) an Applicable Intercreditor Agreement or an intercreditor agreement ("Additional Intercreditor Agreement") on substantially the same terms as an Applicable Intercreditor Agreement (or terms not materially less favorable to the Holders of the Notes), including substantially the same terms with respect to the limitation on enforcement and release of Subsidiary Guarantees; *provided*, that such Additional Intercreditor Agreement will not impose any personal obligations on the Trustee, the Collateral Agent or the International Security Agent, or adversely affect the rights, duties, liabilities or immunities of the Trustee, the Collateral Agent or the International Security Agent under the Indenture or the Intercreditor Agreements.

At the direction of the Company and without the consent of the holders of the Notes, the Trustee, the Collateral Agent or the International Security Agent shall from time to time enter into one or more amendments to the Intercreditor Agreement or any Additional Intercreditor Agreement to (1) cure any ambiguity, omission, mistake, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such agreement that may be incurred by the Company or a Restricted Subsidiary (including, with respect to the Intercreditor Agreement or any Additional Intercreditor Agreement, the addition of provisions relating to new Indebtedness ranking junior in right of payment to the Notes), (3) add parties to the Intercreditor Agreement or an Additional Intercreditor Agreement, including Guarantors, or successors, including successor trustees or other representatives, (4) secure the Notes (or any Indebtedness of the Company or any Guarantor which is expressly subordinated to the Notes or any Subsidiary Guarantee, to the extent permitted hereunder), (5) make provision for equal and ratable pledges of any collateral to secure the Notes or (6) make any other change to any such agreement that does not adversely affect the Notes in any material respect. The Company shall not otherwise direct the Trustee to enter into the amendment to the Intercreditor Agreement or any Additional Intercreditor Agreement without the consent of the Holders representing a majority in aggregate principal amount of the Notes then outstanding, except as otherwise permitted under the Indenture and the Company may only direct the Trustee to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or, in the opinion of the Trustee, adversely affect the rights, duties, liabilities or immunities of the Trustee under the Indenture or the Intercreditor Agreement.

Each holder, by accepting a Note, will be deemed to have agreed to and accepted the terms and conditions of the Additional Intercreditor Agreement (whether then entered into or entered into in the future pursuant to the provisions described herein). A copy of the Intercreditor Agreement shall be made available for inspection during normal business hours on any business day upon prior written request at the offices of the Trustee and, for so long as any Notes are admitted to trading on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market thereof, at the offices of a Transfer Agent in Luxembourg.

Impairment of Security Interest

Subject to the rights of the holders of Permitted Liens, and to the provisions governing the release of Collateral as described in "*—Release of Collateral*", the Company will not, and will not permit any of its Restricted Subsidiaries to, take or knowingly or negligently omit to take, any action which action or omission would or could reasonably be expected to have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee and the holders, unless such action or failure to take action is otherwise permitted or contemplated by the Indenture or the Security Documents. The Company will not amend, modify or supplement, or permit or consent to any amendment, modification or supplement of, the Security Documents in any way that would be adverse to the holders in any material respect, except as permitted under the applicable provisions of the Indenture, the Intercreditor Agreement or any other Security Documents. Notwithstanding the foregoing, nothing in this covenant will restrict the discharge and release of the security interest with respect to the Collateral in accordance with the Indenture or the Intercreditor Agreement.

At the direction of the Company and without the consent of the holders, the Trustee and the Collateral Agent or the International Security Agent (as applicable) may from time to time enter into one or more amendments to the Security Documents to: (i) cure any ambiguity, mistakes, omission, defect or inconsistency therein; (ii) provide for any Permitted Liens on Collateral; (iii) add to the Collateral for the benefit of the holders; or (iv) make any other change thereto that does not impair any security interest over any of the assets comprising the Collateral or otherwise adversely affect the holders in any material respect; *provided*, *however*, that, in the case of clauses (ii) and (iii) above, no Security Document may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced, unless contemporaneously with such amendment, extension, renewal, restatement, supplement, modification or renewal, the Company delivers to the Trustee:

(i) a solvency opinion, in form satisfactory to the Trustee, from an independent financial advisor confirming the solvency of the Company and its Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement;

(ii) a certificate from the board of directors or chief financial officer of the relevant obligor (acting in good faith), in the form set forth as an exhibit to the Indenture, that confirms the solvency of the Person granting such Lien after giving effect to any transaction related to such amendment, extension, renewal, restatement, supplement, modification or replacement; or

(iii) an opinion of counsel, in form satisfactory to the Trustee confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, modification or replacement, the Lien or Liens securing the Notes created under the Security Documents as so amended, extended, renewed, restated, supplemented, modified or replaced remain valid and perfected Liens not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, modification or replacement.

Nothing in the foregoing will restrict the release or replacement of any Collateral in compliance with the provisions set out under "*—Release of Collateral*".

In the event that the Company complies with the above requirements, the Trustee and/or the Collateral Agent and/or the International Security Agent (as the case may be) will consent to any such amendment, extension, renewal, restatement, supplement, modification or replacement without the need for instructions from the holders.

Further Assurances

Notwithstanding any provision, permission or authorization to the contrary in the Indenture, the Company will undertake not to carry out or otherwise effect or complete, and will cause the Restricted Subsidiaries not to carry out or otherwise effect or complete: (i) any single transaction or series of related transactions (including any disposal, sale-leaseback, issue of shares or other securities, or merger, amalgamation or reorganization) or any change to the Company or the Guarantors (including any resignation of a Guarantor) which (A) would, other than in compliance with the provisions described under the heading "*—Release of Collateral*" and the other amendment, supplement and waiver provisions of the indenture, have the effect of changing the nature or scope of any Security Interest or would have the effect of releasing any Security or (B) would, other than in compliance with the provisions described under the heading "*—Release of Collateral*", the provisions described under the heading "*—Subsidiary Guarantees*" and the other amendment, supplement and waiver provisions of the indenture, have the effect of releasing any Subsidiary Guarantee or Security in favor of the Notes; or (ii) any single transaction or series of related transactions which consists of the sale, lease, transfer or other disposal (including by a Guarantor to a member of the Group which is not a Guarantor) of (A) any member of the Group the shares of which are subject to a Lien in favor of the Notes or (B) any direct or indirect Subsidiary of any such member of the Group having a book value or an aggregate book value equal to the lower of (1) 30% of the aggregate book value of all of the assets of that disposing entity and (2) $20,000,000, in each case without complying with the provisions describe under the headings "*Put Option of Holders—Asset Sales*", "*—Certain Covenants—Issuances and Sales of Capital Stock of Restricted Subsidiaries*" and under the successors provisions of the Indenture, to the extent applicable.

Subject to certain agreed security principles as further specified in the Indenture, each Obligor will (and the Company will ensure that each Subsidiary will) promptly do all such acts or execute all such documents as the Collateral Agent or International Security Agent (as applicable) may reasonably specify or as the Company, acting in good faith and consistent with past practice under the French Revolving Facility, reasonably determines is necessary (and in such form as the Collateral Agent or International Security Agent (as applicable) reasonably require in favor of the Collateral Agent or International Security Agent (as applicable) or its nominee(s)) (i) to perfect the Security created or intended to be created under or evidenced by the Security Documents or for the exercise of any rights, powers and remedies of the Collateral Agent, the International Security Agent or the Secured Parties (as applicable) provided by or pursuant to the Notes Documents or by law, (ii) to confer on the Collateral Agent, the International Security Agent or the Secured Parties (as applicable) Security over any property and assets of such Obligor constituting Collateral located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents (*provided* that no additional Security shall be required over Collateral covered by the Dutch Security Agreements), and/or (iii) to facilitate the realization of the assets which are, or are intended to be, the subject of the Collateral (it being understood that it is the intent of the parties that the obligations under the Notes Documents shall be secured by (x) substantially all the personal property of the Company and the other Obligors that are Domestic Subsidiaries provided that a security interest with respect to which may be perfected by UCC filing and (y) certain other assets reasonably determined by the Company in good faith from time to time, including, to the extent not covered by the foregoing, the Shares (but excluding, in each case and without limitation, real property, mineral interests and vessels), except to the extent that a security interest over such Collateral would not be permitted by the terms of any Permitted Lien existing over such assets.

Subject to certain agreed security principles as further specified in the Indenture, each Obligor will (and the Company will ensure that each member of the Group will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent, the International Security Agent or the Secured Parties (as applicable) by or pursuant to the Notes Documents.

For the avoidance of doubt, the only actions that will be required to perfect the security interest in respect of the personal property of the Company and the other Obligors that are Domestic Subsidiaries are UCC filings.

Each Obligor will (and the Company will ensure that each member of the Group will) ensure that at any time that Security is granted to a security or collateral agent under, or the holders of, the First Lien Notes, such Security shall be (or shall have been) granted on a prior-ranking basis to the Collateral Agent, the International Security Agent and/or the Secured Parties (as applicable) pursuant to substantially similar documentation, agreements or arrangements as the Security granted under the Security Documents and on terms consistent with the Intercreditor Agreement for prior-ranking security (as between the Notes and the Subsidiary Guarantees on the one hand and the First Lien Notes and the guarantees thereof on the other hand).

The Company will cause (i) any subsequently acquired wholly owned Domestic Subsidiary that is acquired in any transaction or series of transactions for aggregate consideration in excess of $50,000,000 and (ii) any subsequently acquired, organized or reorganized Foreign Subsidiary to the extent such would be required under the covenant described under the heading "*—Certain Covenants—Guarantees of Certain Indebtedness by Restricted Subsidiaries*" to, and is able to, provide a guarantee of the Notes and provides any such guarantee to become an Additional Guarantor by executing a supplemental indenture and each applicable Security Document in favor of the Collateral Agent, the International Security Agent or the Holders (as applicable). If any such Foreign Subsidiary ceases to provide any such guarantee that triggered its requirement to provide a Subsidiary Guarantee pursuant the covenant described under the heading "*—Certain Covenants—Guarantees of Certain Indebtedness by Restricted Subsidiaries*", then it will automatically cease to be a Guarantor and will be released from its obligations under all the Notes Documents and the Collateral Agent or the International Security Agent (as applicable) will promptly execute and deliver to such Guarantor, at such Guarantor's expense, all documents that such Guarantor shall reasonably request to evidence such release (it being understood that any such execution and delivery of documents will be without recourse to or representation or warranty by the Collateral Agent, the International Security Agent or any Secured Party). Notwithstanding the foregoing, the Company will not cause or permit a Subsidiary organized under the laws of Canada as an unlimited liability corporation to become an Obligor hereunder.

Subject to certain agreed security principles as further specified in the Indenture, the Company will procure that each Person which accedes to the Indenture as a Guarantor (each an "Additional Guarantor") after the Issue Date shall (having regard to the approach taken prior to the Issue Date regarding the taking of Security to the extent applicable in the relevant circumstances) grant Security over its property and other assets of the same type as the property or other assets already constituting Collateral and intended to be granted by or pursuant to Security Documents (and which include, for the avoidance of doubt, any library) and (ii) when a Security Document is entered into pursuant to the covenant described herein, the Company will deliver to the Collateral Agent or the International Security Agent (as applicable) (A) the original Security Document executed by the relevant member of the Group and the Collateral Agent or International Security Agent (as applicable), (B) all other documents required to perfect the security in conformity with the agreed security principles as further specified in the Indenture, (C) all relevant legal opinions and (D) such other evidence as reasonably appropriate in relation to the entering into of a Security Document.

Subject to certain agreed security principles as further specified in the Indenture, the Company will procure that each Obligor which is the creditor of any loan to a member of the Group whose shares constitute Collateral shall (A) subject to the following clause (B), grant Security over each such loan within 30 days after delivery of the Officers' Certificate required pursuant to the Indenture for the fiscal quarter in which such loan was made and (B) to the extent only that (1) the granting of the Security referred to in the first paragraph of this section requires the execution of an additional Security Document and (2) no Event of Default has occurred, such Security will only be granted if the relevant loan or loans made by such Obligor to

the relevant company are in an amount greater than $5,000,000 in aggregate (it being provided that this $5,000,000 threshold will cease to apply as soon as an Event of Default occurs).

Subject to the terms of the Intercreditor Agreement, if (i) any Obligor shall at any time hold or acquire any Instrument (as defined in the Pledge and Security Agreement (U.S.)) governed by the laws of any State of the United States of America that constitutes Collateral or (ii) any Grantor (as defined in the Pledge and Security Agreement (U.S.)) at any time holds or acquires any Instrument (as defined in the Pledge and Security Agreement (U.S.)), in each case that evidences intercompany loans made by such Obligor or Grantor to a Pledged Company, such Obligor or Grantor will forthwith endorse, assign and deliver such Instruments to the Collateral Agent, accompanied by undated instruments of endorsement, transfer or assignment duly executed in blank; *provided* that unless an Event of Default has occurred and is continuing, such obligation of such Obligor or Grantor will only apply so as necessary to ensure that the aggregate principal amount of such Instruments outstanding to the relevant Pledged Company which have not been so delivered does not exceed in aggregate $5,000,000.

Release of Collateral

The Company and the Guarantors will be entitled to the release of property and other assets included in the Collateral from the Liens securing the Notes under any one or more or more of following circumstances:

(a) upon repayment in full of the Notes;

(b) as provided in the Intercreditor Agreement, any Pari Passu Intercreditor Agreement, any Additional Intercreditor Agreement or any Security Document;

(c) in a transaction that complies with the provisions of the Indenture governing successor entities. The Collateral Agent and the Trustee will effect any release of the Collateral that is in accordance with the Indenture without requiring consent from the holders, subject to the receipt of an Officers' Certificate and an opinion of counsel, certifying compliance with the provisions of the Indenture, from the Company;

(d) upon the defeasance, satisfaction or discharge of the Notes as provided in the Indenture in accordance with the terms and conditions of the Indenture;

(e) upon (A) any sale, lease, exchange, transfer or other disposition (any of the foregoing, a "Disposition") of Collateral to a Person (other than Dispositions to one or more Obligors) if such Disposition does not violate the covenant described under the heading "*—Put Option of Holders—Asset Sales*" or (B) any Disposition of Collateral to one or more Obligors if such Disposition does not violate the covenant described under the heading "*Put Option of Holders—Asset Sales*"; *provided* that this clause will not be relied upon in the case of a Disposition of Collateral to an Obligor unless, subject to certain agreed security principles as further specified in the Indenture, the relevant property and assets remain subject to, or otherwise become subject to, a Lien in favor of the Notes following such Disposition;

(f) upon any Authorized Merger;

(g) in accordance with the provisions described uner the heading "*—Impairment of Security Interest*"; and

(h) in the case of a Guarantor that is released from its Subsidiary Guarantee pursuant to the terms of the Indenture, the release of the property and assets and Capital Stock of such Guarantor.

provided in each case (other than in the case of paragraph (d), that the Liens in favor of the First Lien Notes (or any Permitted Refinancing Indebtedness in respect thereof) are also so released.

In addition, subject to the covenant described under the heading "*—Impairment of Security Interest*", if a refinancing or an increase of any Indebtedness secured with a Permitted Lien on Collateral is implemented in

a manner that releases any security interests over all or some of the Collateral, the security interest over such Collateral with respect to the Notes shall be released automatically and replaced by new security in favor of the Collateral Agent, any Additional Collateral Agent or the International Security Agent (as applicable), on substantially the same terms as prior to release; provided that following such release and retaking, the Company is in compliance with the terms of the provisions described herein, and the security interests are legally valid and binding.

Subsidiary Guarantees

General

The obligations of each Guarantor under its Subsidiary Guarantee will be senior secured obligations of such Guarantor, ranking (i) senior in right of payment to all of such Guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the guarantees, (ii) equal in right of payment to all of such Guarantor's existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the Subsidiary Guarantees, (iii) effectively subordinated in right of payment to all of such Guarantor's existing and future debt secured by a senior priority lien (including such Guarantor's guarantee under the First Lien Notes), to the extent of the value of the assets securing such debt and structurally subordinated to all obligations of any subsidiary of a Guarantor if that subsidiary is not also a Guarantor of the Notes, and (iv) effectively senior in right of payment to all of such Guarantor's existing and future debt secured by a junior priority lien and unsecured senior debt and other unsecured obligations, in each case to the extent of the value of the assets securing the Notes. The Subsidiary Guarantees will be joint and several obligations of the Guarantors. Holders of existing and future secured indebtedness of the Guarantors, including the First Lien Notes, will have claims with respect to the assets constituting collateral for such secured indebtedness that are superior to the claims of the holders of the Notes.

The Indenture will provide that the obligations of each Guarantor under its Subsidiary Guarantee will be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under bankruptcy, fraudulent conveyance and fraudulent transfer and similar laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Subsidiary Guarantee, result in the obligations of such Guarantor under its Subsidiary Guarantee not constituting a fraudulent transfer or conveyance. In addition, the obligations of each Guarantor under its Subsidiary Guarantee shall be limited to the extent required by applicable law.

Guarantors

Only certain Subsidiaries of the Company will guarantee the Notes. On the issue date, the Notes will be fully and unconditionally guaranteed by CGG Holding B.V., CGG Marine B.V., CGG Holding (U.S.) Inc., CGG Services (U.S.) Inc., CGG Land (U.S.) Inc., Viking Maritime Inc., and Alitheia Resources Inc. (collectively, the *"*Initial Guarantors*"*). The Company's other Subsidiaries will not initially guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any Subsidiary of the Company that is not a Guarantor, that Subsidiary will pay the holders of its debt and its trade creditors before it will be able to distribute any of its assets to the Company.

In the circumstances described under the caption "*Certain Covenants—Guarantees of Certain Indebtedness by Restricted Subsidiaries*" the Indenture will require certain of the Company's other Subsidiaries to become Guarantors. For more information about the Initial Guarantors, see "*General Information*".

Based on the information included in note 32 to the consolidated financial statements included in our annual report on Form 20-F for the year ended December 31, 2016, the Issuer and Guarantors, before elimination of

transactions with non-guarantors, collectively represented 39% of our total consolidated revenues and 141% of our total consolidated assets as of and for the year ended December 31, 2016.

In addition, a Restricted Subsidiary may become a Guarantor, at its option, by executing a supplemental indenture providing for a Subsidiary Guarantee in accordance with the provisions of the Indenture.

Release

If a Restricted Subsidiary has become a Guarantor at its option, it may thereafter be released and relieved of its obligations under its Subsidiary Guarantee at its option, *provided* that such Guarantor has no guarantee of Indebtedness of the Company or any Guarantor (other than Permitted Guarantees) then outstanding. The Indenture further provides that, for purposes of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*", the release of any Subsidiary Guarantee pursuant to provisions described in this paragraph shall be deemed to be an incurrence by the Restricted Subsidiary whose Subsidiary Guarantee is being released of all Indebtedness then held by such Restricted Subsidiary.

The Indenture will provide that, in the event of a transfer, conveyance, sale or other disposition (including by way of merger or consolidation) of all or substantially all of the assets or all of the Capital Stock of any Guarantor permitted under the Indenture, then such Guarantor will be released and relieved of any obligations under its Subsidiary Guarantee and the Indenture, *provided* that the Net Proceeds of such transfer, conveyance, sale or other disposition are applied in accordance with the covenant described below under the caption "*—Put Option of Holders—Asset Sales*". A Guarantor will likewise be released and relieved of its obligations under its Subsidiary Guarantee upon the release of any guarantee of Indebtedness of the Company that required such Guarantor to guarantee the Notes pursuant to the covenant described below under the caption "*—Certain Covenants—Guarantees of Certain Indebtedness by Restricted Subsidiaries*" except a discharge or release by or as a result of direct payment under such guarantee, *provided* that the Guarantor has no other guarantee of Indebtedness of the Company or any Guarantor (other than Permitted Guarantees) then outstanding. The Indenture also provides that, if the Board of Directors designates a Guarantor to be an Unrestricted Subsidiary, then such Guarantor will be released and relieved of any obligations under its Subsidiary Guarantee and the Indenture, *provided* that such designation is conducted in accordance with the applicable provisions of the Indenture.

Merger or Consolidation

The Indenture will provide that, for so long as a Restricted Subsidiary provides a Subsidiary Guarantee pursuant to the terms of the Indenture, such Guarantor may not consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person (other than the Company or another Guarantor), unless:

(a) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) shall execute a Subsidiary Guarantee and deliver an opinion of counsel in accordance with the terms of the Indenture;

(b) immediately after giving effect to such transaction, no Default or Event of Default exists;

(c) such Guarantor, or any Person formed by or surviving any such consolidation or merger, would have a Consolidated Net Worth (immediately after giving effect to such transaction) equal to or greater than the Consolidated Net Worth of such Guarantor immediately preceding the transaction; and

(d) the Company would be permitted, immediately after giving pro forma effect to such transaction, to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Interest Coverage Ratio

test set forth in the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*".

Optional Redemption

The Notes will be redeemable at the Company's option on or after the Issue Date, in whole or in part, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the 12-month period beginning on February 21 of the years indicated below:

Year	Note Redemption Price
2018	120.000%
2019	120.000%
2020	112.500%
2021 and thereafter	100.000%

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Trustee will select Notes for redemption as follows:

(a) if the Notes are listed, in compliance with the requirements of the principal securities exchange on which the Notes are listed; or

(b) if the Notes are not so listed, on a pro rata basis, in accordance with the procedures of the applicable depository, if any.

Notes selected for redemption must be in Permitted Denominations.

Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at its registered address and posted to the Company's investor relations website. For Notes which are represented by global certificates held on behalf of Euroclear or Clearstream, notice may be given by delivery of the relevant notices to Euroclear or Clearstream for communication to entitled account holders in substitution for the aforesaid mailing. For so long as the Notes are listed on the Luxembourg Stock Exchange and for so long as the rules of such exchange require, notices of redemption will be published once by the Company, not less than five business days prior to the redemption date on the internet site of the Luxembourg Stock Exchange at www.bourse.lu.

Except as set forth under "*Redemption for Taxation Reasons*", any notice of redemption may, in the Company's discretion, be subject to the satisfaction of one or more conditions precedent.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the holder thereof upon surrender of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest will cease to accrue on Notes or portions of them called for redemption.

Redemption for Taxation Reasons

The Indenture will provide that the Company may, at its discretion and at any time unconditionally redeem, in whole but not in part, the outstanding Notes at a redemption price of 100% of the principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of redemption if it or any Guarantor has become or would become obligated to pay any Additional Amounts (as defined under the caption "*—Additional Amounts*"), if any, then due and which will otherwise become due on such date of redemption as a result of the redemption or otherwise, if the Company or any Guarantor determined, acting reasonably and in good faith, that it has become or would become obligated to pay any Additional Amount in respect of the Notes as a result of:

(a) (1) any change in or amendment to the laws or treaties (or regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined under the caption "*—Additional Amounts*") or (2) any change in or amendment to any official position regarding the application or interpretation of such laws, treaties, regulations or rulings, which change or amendment is announced and becomes effective on or after the date of the Indenture (or, if the applicable Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction on a date after the date of the Indenture, such later date); and

(b) such obligation cannot be avoided by the Company or any such Guarantor taking reasonable measures available to it.

Notwithstanding the preceding, no notice of redemption will be given earlier than 60 days prior to the earliest date on which the Company or any Guarantor could be obligated to pay such Additional Amounts if a payment in respect of the Notes was then due. Prior to giving notice of any such redemption, the Company will deliver to the Trustee (y) an Officers' Certificate stating that it is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right to redeem have been satisfied and that the obligation to pay Additional Amounts cannot be avoided by the Company or any such Guarantor taking reasonable measures available to it and (z) a written opinion of an independent legal counsel of internationally recognized standing qualified under the laws of the Relevant Taxing Jurisdiction (as defined below) to the effect that the Company (as Issuer), any Guarantor or any successor entity has been or will become obligated to pay Additional Amounts as a result of the circumstances referred to above and the Trustee will accept and be able to rely on such Officers' Certificate and opinion as evidence of the satisfaction of the conditions precedent described above, without further enquiry, which conclusion will be binding on all of the holders.

Additional Amounts

The Indenture will provide that payments made by or on behalf of the Company or any Guarantor under or with respect to the Notes or the Subsidiary Guarantees will be made free and clear of and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including without limitation, penalties, interest and any other liability with respect thereto) ("Taxes") imposed or levied by or on behalf of any jurisdiction in which the Company or any Guarantor (including any successor entities) is then organized or resident for tax purposes or any political subdivision thereof or therein or any jurisdiction by or through which payment is made (each, a *"*Relevant Taxing Jurisdiction*"*), unless the Company or any Guarantor (or any Paying Agent) is required to withhold or deduct Taxes under the laws of the Relevant Taxing Jurisdiction or by the interpretation or administration thereof by the relevant taxing authority. If the Company or any Guarantor (or any Paying Agent) is so required to withhold or deduct any amount for or on account of Taxes imposed or levied by or on behalf of a Relevant Taxing Jurisdiction from any payment made under or with respect to the Notes or the Subsidiary Guarantees, the Company or any such Guarantor will pay to each holder of the Notes that are outstanding on

the date of the required payment, such additional amounts (in the form of (x) in the case of PIK Interest, additional PIK Interest and (y) in all other cases, cash) ("Additional Amounts") as may be necessary so that the net amount received by such holder (including the Additional Amounts) after such withholding or deduction will not be less than the amount such holder would have received if such Taxes had not been withheld or deducted, *provided* that no Additional Amounts will be payable with respect to any Note:

(a) surrendered by the holder or the beneficial owner thereof for payment of principal more than 30 days after the later of (1) the date on which such payment first became due and (2) if the full amount payable has not been received by or on behalf of the relevant holder or the beneficial owner on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the holders, except to the extent that the holder of the beneficial owner would have been entitled to such Additional Amounts on surrendering such Note for payment on any day during the applicable 30-day period;

(b) if any tax, assessment or other governmental charge is imposed or withheld by reason of the failure to comply by the holder or, if different, the beneficial owner *(ayant-droit)* of the Note with a request addressed to such holder or beneficial owner to provide information, documents or other evidence concerning the nationality, residence, identity or connection with the Relevant Taxing Jurisdiction of such holder or beneficial owner which is required or imposed by a statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such tax, assessment or governmental charge;

(c) held by or on behalf of a holder or the beneficial owner who is liable for Taxes in respect of such Note by reason of having some connection with the Relevant Taxing Jurisdiction other than the mere purchase, holding or disposition of any Note, or the receipt of payments made by or on behalf of the Company or any Guarantor in respect thereof or any Subsidiary Guarantee, including, without limitation, such holder or the beneficial owner being or having been a citizen or resident thereof or being or having been present or engaged in a trade or business therein or having had a permanent establishment therein;

(d) on account of any estate, inheritance, gift, sale, transfer, personal property or other similar tax, assessment or other governmental charge;

(e) except in the case of the winding-up of the Company or any Guarantor, any Note surrendered for payment in the Republic of France;

(f) as a result of any combination of (a), (b), (c), (d) or (e) or with respect to any payment made by or on behalf of the Company or any Guarantor in respect of any Note or Subsidiary Guarantee to any holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent that a beneficiary or settlor or beneficial owner would not have been entitled to any Additional Amounts had such beneficiary or settlor or beneficial owner been the holder;

(g) if any withholding or deduction imposed or levied on a payment to a Luxembourg resident individual is required to be made pursuant to the Luxembourg law of December 23, 2005;

(h) when such withholding or deduction is required to be made by reason of that interest being (x) paid to a bank account opened in a financial institution established in, or (y) paid or accrued to a person established or domiciled in, a non-cooperative State or territory (*Etat ou territoire non-coopératif*) as defined in Article 238-0 A of the French *Code général des impôts*;

(i) in the case of Taxes which are payable otherwise than by withholding or deduction from a payment made under or with respect to the Notes;

(j) when such withholding or deduction is required to be made by reason of the holder or the beneficial owner of the Note concurrently being a shareholder of the Company or of any Guarantor; or

(k) any combination of items (a) through (j) above.

Notwithstanding any other provision of the Indenture, all amounts to be paid on the Notes by or on behalf of the Company or by any Guarantor, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "FATCA Withholding"). Neither the Company nor any other person, including any Guarantor, will be required to pay any Additional Amounts in respect of FATCA Withholding.

The Company or any Guarantor will also make such withholding or deduction and remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. The Company will furnish, within 60 days after the date the payment of any Taxes is due pursuant to applicable law, to the Trustee, copies of tax receipts (to the extent received from the relevant tax authorities in the usual course or as generally provided) evidencing that such payment has been made by the Company or any Guarantor. The Trustee will make such evidence available to the holders upon request.

At least 30 days prior to each date on which any payment under or with respect to the Notes or the Subsidiary Guarantees is due and payable, if the Company or any Guarantor becomes obligated to pay Additional Amounts with respect to such payment (unless such obligation to pay Additional Amounts arises after the 30th day prior to the date on which payment under or with respect to the Notes or the Subsidiary Guarantees is due and payable, in which case it will be promptly thereafter and in any case before the relevant payment date), the Company will deliver to each Paying Agent an Officers' Certificate stating the fact that such Additional Amounts will be payable, and the amount so payable and will set forth such other information as necessary to enable such Paying Agent to pay such Additional Amounts to the holders of the Notes on the payment date. Whenever in the Indenture or this offering circular there is mentioned, in any context, (a) the payment of principal (and premium, if any), (b) purchase prices in connection with a purchase of the Notes, (c) interest or (d) any other amount payable on or with respect to any of the Notes or the Subsidiary Guarantees, such mention is deemed to include mention of the payment of Additional Amounts provided for in this section to the extent, that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Company or a Guarantor, as the case may be, will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies that arise in the United States, the Republic of France or in any jurisdiction in which a Paying Agent is located from the initial issue or registration of the Notes or on the enforcement of any payments with respect to the Notes, any Subsidiary Guarantee, the Indenture or any other documents related thereto (limited, in the case of Taxes attributable to the receipt of payments thereto, to any Taxes imposed or withheld in a Relevant Taxing Jurisdiction that are not excluded under clauses (a) through (k) above).

The obligations of the Company or any Guarantor described in this "*—Additional Amounts*" section will survive any termination, defeasance or satisfaction and discharge of the Indenture, any transfer by a holder or beneficial owner of its notes, and will apply, *mutatis mutandis*, to any jurisdiction in which any successor Person to the Issuer or any Guarantor is incorporated, engaged in business for tax purposes or resident for tax purposes or any jurisdiction from or through which such Person makes any payment on the Notes and any department or any political subdivision thereof or therein.

Mandatory Redemption

Except as set forth below under the caption "*—Put Option of Holders*", the Company will not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

Put Option of Holders

Change of Control

The Indenture will provide that, upon the occurrence of a Change of Control, each holder will have the right to require the Company to purchase all or any portion (provided that such portion is a Permitted Denomination) of the holder's Notes, pursuant to the offer described below (the "Change of Control Offer"), at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon to the date of purchase (the "Change of Control Payment").

Within 30 days following a Change of Control, the Company will give notice to each holder of Notes, in the manner described under the caption "*—Notices*", and the Trustee describing the transaction that constitutes the Change of Control and offering to purchase the Notes on the date specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is given (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such conflict.

On or before 10:00 a.m. New York time on the Business day immediately preceding the Change of Control Payment Date, the Company will, to the extent lawful:

(a) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(c) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of the Notes or portions thereof being purchased by the Company.

The Paying Agent will promptly deliver to each holder of the Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided, however,* that each such new Note will be in a Permitted Denomination. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require that the Company purchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction. In addition, the Company could enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that could affect the Company's capital structure or the value of the Notes, but that would not constitute a Change of Control. The occurrence of a Change of Control may result in a default under other financial obligations of the Company, possibly

limiting the Company's ability to purchase the Notes upon a Change of Control. The Company's ability to purchase the Notes following a Change of Control may also be limited by the Company's then existing financial resources. Should a Change of Control occur at a time when the Company lacks sufficient funds to make the Change of Control Payments or is prohibited from purchasing the Notes under instruments governing other financial obligations, an Event of Default would occur under the Indenture. See "*—Events of Default and Remedies*". See "*Risk Factors—Risks Related to the Notes—Although the occurrence of specific change of control events affecting us will permit you to require us to repurchase your Notes, we may not be able to repurchase your Notes*".

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable regardless of whether any other provisions of the Indenture are applicable. The Company will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

The provisions of the Indenture relating to the Company's obligation to make a Change of Control Offer may be waived or modified, prior to the occurrence of a Change of Control, with the written consent of the holders of a majority in aggregate principal amount of the then outstanding Notes.

A "Change of Control" will be deemed to have occurred upon the occurrence of any of the following:

(a) the sale, lease, transfer, conveyance or other disposition (other than by merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole;

(b) the adoption, by holders of Capital Stock of the Company, of a voluntary plan relating to the liquidation or dissolution of the Company;

(c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as such term is used in Section 13(d)(3) of the Exchange Act) (other than certain Permitted Holders (as such term is defined in the Indenture)) becomes the "beneficial owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly through one or more intermediaries, of more than 50% of the voting power of the outstanding Voting Stock of the Company; or

(d) the first day on which more than a majority of the members of the Board of Directors are not Continuing Directors,

provided, however, that a transaction in which the Company becomes a Subsidiary of another Person (other than a Person that is an individual) shall not constitute a Change of Control if (1) the shareholders of the Company immediately prior to such transaction "beneficially own" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly through one or more intermediaries, at least a majority of the voting power of the outstanding Voting Stock of such other Person immediately following the consummation of such transaction and (2) immediately following the consummation of such transaction, no "person" (as such term is defined above), other than such other Person (but including the holders of the Equity Interests of such other Person) or the Permitted Holders, "beneficially owns" (as such term is defined above), directly or indirectly through one or more intermediaries, more than 50% of the voting power of the outstanding Voting Stock of the Company.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors who (a) was a member of the Board of Directors at the Issue Date or elected at the first general meeting of

shareholders after the Restructuring Effective Date (the "Post Restructuring Members"), (b) was nominated for election to the Board of Directors with the approval of, or whose election to the Board of Directors was ratified by, at least a majority of the members of the Board of Directors who were members of the Board of Directors on the Issue Date or Post Restructuring Members or who were so elected to the Board of Directors thereafter or (c) prior to the occurrence of a Change of Control, was nominated by a Permitted Holder.

The definition of Change of Control includes an event by which the Company sells, leases, transfers, conveys or otherwise disposes of all or substantially all of the properties or assets of the Company and its Subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require the Company to repurchase such Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the properties or assets of the Company and its Subsidiaries, taken as a whole, may be uncertain. In addition, holders of the Notes should note that case law suggests that, in the event that incumbent directors are replaced as a result of a contested election, issuers may nevertheless avoid triggering a change of control under clauses similar to clause (d) of the definition of "Change of Control" if the outgoing directors were to approve the new directors for the purposes of that clause.

Asset Sales

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in accordance with the definition of such term set out below under the caption "*—Certain Definitions*", the results of which determination shall be set forth in an Officers' Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(b) for Asset Sales other than a Qualifying Business Disposal, at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents;

provided, however, that the amount of (1) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or such Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or the Subsidiary Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability, (2) any securities, notes or other obligations received by the Company or such Restricted Subsidiary from such transferee that are converted within 180 days by the Company or such Restricted Subsidiary into cash (to the extent of the cash received in that conversion) and (3) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Sale having an aggregate fair market value (determined in accordance with the definition of such term set out below under the caption "*—Certain Definitions*", the results of which determination shall be set forth in an Officer's Certificate delivered to the Trustee) taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed $20,000,000 (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value) shall be deemed to be cash for purposes of this provision.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Company or any such Restricted Subsidiary may apply such Net Proceeds to (a) permanently repay the principal of First Lien Obligations or other secured Indebtedness of the Company or a Restricted Subsidiary that is secured by a Lien that is senior to the Lien securing the Notes, (b) permanently repay the principal of any Indebtedness of the

Company ranking in right of payment at least *pari passu* with the Notes or any Indebtedness of a Restricted Subsidiary (*provided* that if such Restricted Subsidiary is a Guarantor, then such Indebtedness shall rank in right of payment at least *pari passu* with its Subsidiary Guarantee), (c) make capital expenditures in respect of Strategic Assets or (d) acquire (including by way of a purchase of assets or a majority of the Voting Stock of a Person, by merger, by consolidation or otherwise) Strategic Assets, *provided* that if the Company or such Restricted Subsidiary enters into a binding agreement to acquire such Strategic Assets within such 365-day period, but the consummation of the transactions under such agreement has not occurred within such 365-day period and such agreement has not been terminated, then such 365-day period will be extended by 90 days to permit such consummation. If such consummation does not occur, or such agreement is terminated within such 90-day extension period, then the Company may apply, or cause such Restricted Subsidiary to apply, within 90 days after the end of such initial 90-day extension period or the effective date of such termination, whichever is earlier, such Net Proceeds as provided in clauses (a) through (d) of this paragraph. Pending the final application of any such Net Proceeds, the Company or any such Restricted Subsidiary may temporarily reduce outstanding revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture. Any Net Proceeds from Asset Sales that are not applied or invested as provided in clauses (a) through (d) of this paragraph will be deemed to constitute "*Excess Proceeds*".

Within 30 days of each date on which the aggregate amount of Excess Proceeds exceeds $20,000,000, the Company will be required to make an offer to all holders of the Notes (an "Asset Sale Offer") to purchase the maximum principal amount of the Notes that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon to the date of purchase, in accordance with the procedures set forth in the Indenture; *provided, however* that, if the Company is required to apply such Excess Proceeds to purchase, or to offer to purchase, any Pari Passu Indebtedness, the Company shall only be required to offer to purchase the maximum principal amount of the Notes that may be purchased out of the amount of such Excess Proceeds multiplied by a fraction, the numerator of which is the aggregate principal amount of the Notes outstanding and the denominator of which is the aggregate principal amount of the Notes outstanding plus the aggregate principal amount of Pari Passu Indebtedness outstanding. To the extent that the aggregate principal amount of the Notes tendered pursuant to an Asset Sale Offer is less than the amount that the Company is required to purchase, the Company may use any remaining Excess Proceeds for general corporate purposes in any manner not prohibited by the Indenture. If the aggregate principal amount of the Notes surrendered by holders thereof exceeds the amount that the Company is required to purchase, the Trustee shall select the Notes to be purchased on a pro rata basis, in accordance with the procedures of the applicable depositary, if any. Upon completion of such offer to purchase, the amount of Excess Proceeds shall be reset at zero.

The Company will not, and will not permit any Restricted Subsidiary to, enter into or suffer to exist any agreement (other than the First Lien Notes (including any Permitted Refinancing Indebtedness thereof), the Intercreditor Agreement or any agreement governing the Company's or any Restricted Subsidiary's Credit Facilities) that would place any restriction of any kind (other than pursuant to law or regulation) on the ability of the Company to make an Asset Sale Offer.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws and regulations are applicable in connection with the purchase of the Notes as a result of an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Indenture by virtue of such conflict.

"Qualifying Business Disposal" means a sale, demerger or other disposal of all or any portion of a business of the Group, including any reorganization of such business (including by means of intra-Group transfers of

assets and liabilities) as is required or advisable in connection with such sale, demerger or other disposal; *provided* that such sale, demerger or other disposal (a) relates only to the property or assets of non-Obligors or Capital Stock issued by non-Obligors not constituting Collateral, (b) does not involve, in the aggregate with all other such sales, demergers and other disposals, a business or businesses (or any portion of such business or businesses) the attributable EBITDA of which constituted greater than 15% of the Group's consolidated EBITDA during the most recently ended Relevant Period; *provided* that such sales, demergers and other disposals involving the Group's Geology, Geophysics & Reservoir (GGR) business segment shall not, in the aggregate, exceed $100,000,000, (c) is made for fair market value, (d) is made for consideration of the kind used or usable in a Similar Business and (e) is consummated pursuant to a binding agreement entered into on or after the date that is six months following the Restructuring Effective Date.

Certain Covenants

Restricted Payments

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(a) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any of its Restricted Subsidiaries (other than any such Equity Interests owned by the Company or any of its Restricted Subsidiaries);

(b) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value, any Indebtedness that is subordinated in right of payment to the Notes or the Subsidiary Guarantees, as the case may be, except a payment of interest or principal at Stated Maturity; or

(c) make any Restricted Investment,

(all such payments and other actions set forth in clauses (a) through (c) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Interest Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "*—Incurrence of Indebtedness and Issuance of Disqualified Stock*"; and

(3) such Restricted Payment, together with (x) the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (b) through (e) and, to the extent deducted in computing Consolidated Net Income, (f) and (g) of the next succeeding paragraph), and (y) the aggregate amount of all dividends and other payments or distributions paid subsequent to the Issue Date on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any such payment in connection with any merger or consolidation involving the Company) or to the direct or indirect holders of the Company's Equity Interests in their capacity as such (other than (i) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company, (ii) dividends or distributions payable to the Company or any of its Restricted Subsidiaries or (iii) if the Restricted Subsidiary making such dividend is not a Wholly Owned Restricted Subsidiary, dividends to its shareholders on a pro rata basis), is less than the sum (without duplication) of the following:

(A) 50% of the cumulative Consolidated Net Income of the Company for the period (taken as one accounting period) from the first day of the first fiscal quarter following the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); plus

(B) 100% of the aggregate of (1) the net cash proceeds and (2) the fair market value of Strategic Assets transferred or conveyed to the Company (as valued at the time of transfer or conveyance to the Company, and as determined in the manner contemplated by the definition of the term "fair market value"), in each case received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issuance or sale of Disqualified Stock or debt securities of the Company that have been converted into, or exchanged or redeemed for, such Equity Interests (other than any such Equity Interests, Disqualified Stock or convertible debt securities sold to a Restricted Subsidiary of the Company and other than Disqualified Stock or convertible debt securities that have been converted into, or exchanged or redeemed for, Disqualified Stock); plus

(C) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any); plus

(D) if any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, the lesser of (1) an amount equal to the fair market value of the Investments previously made by the Company and its Restricted Subsidiaries in such Subsidiary as of the date of redesignation and (2) the amount of such Investments.

The preceding provisions will not prohibit any of the following:

(a) the payment of any dividend within 60 days after the date of declaration thereof if at said date of declaration such payment would have complied with the provisions of the Indenture;

(b) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Guarantor or any Equity Interests of the Company or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Company) of, other Equity Interests of the Company (other than any Disqualified Stock), *provided* that the amount of any such net cash proceeds that are utilized for any such redemption, purchase, retirement, defeasance or other acquisition shall be excluded from clause (3)(B) of the preceding paragraph;

(c) the defeasance, redemption, purchase, retirement or other acquisition of subordinated Indebtedness of the Company or any Guarantor with the net cash proceeds from an incurrence of, or in exchange for, Permitted Refinancing Indebtedness;

(d) the payment of any dividend or distribution by a Restricted Subsidiary of the Company to the Company or any of its Restricted Subsidiaries;

(e) repurchases of Equity Interests deemed to occur upon exercise of stock options, if such Equity Interests represent a portion of the exercise price of such stock options;

(f) so long as no Default has occurred and is continuing, the repurchase or other acquisition for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company for allocation (as a

free allocation or otherwise) to directors, officers and employees of the Company and its Restricted Subsidiaries not in excess of $2,500,000 in any 12-month period;

(g) so long as no Default has occurred and is continuing, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by any member of the Company's (or any of its Restricted Subsidiaries') management pursuant to any management equity subscription agreement or stock option agreement in effect as of the Issue Date; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed €1,000,000 in any 12-month period; *provided*, *further*, that such agreement or such repurchase, redemption or other acquisition agreement are approved by a majority of the disinterested members of the Board of Directors;

(h) loans or advances in the ordinary course of business to Affiliates or Persons with which the Company or a Subsidiary may have contractual arrangements in any jurisdiction to the extent such loans or advances are reasonably necessary to be made in connection with conducting the business of the Company or a Subsidiary in such jurisdiction and in a form that is customary to address foreign investment regulation or practice in such jurisdiction, in an aggregate amount not to exceed $7,500,000 outstanding at any one time;

(i) so long as no Default has occurred and is continuing, advances constituting Investment or loans to directors, officers and employees of the Company and its Restricted Subsidiaries in the ordinary course of business for bona fide business purposes not in excess of €1,000,000 at any one time outstanding in the aggregate;

(j) other Restricted Payments not to exceed $15,000,000 in the aggregate; and

(k) Investments in connection with the Permitted Closing Steps.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any non-cash Restricted Payment shall be determined in the manner contemplated by the definition of the term "fair market value", and the results of such determination shall be evidenced by an Officers' Certificate delivered to the Trustee.

Incurrence of Indebtedness and Issuance of Disqualified Stock

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur" or an "incurrence") any Indebtedness (including, without limitation, any Acquired Indebtedness) and that the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock or any Disqualified Stock; *provided, however*, that the Company or any Guarantor may incur Indebtedness or issue Disqualified Stock, and any Restricted Subsidiary may incur Acquired Indebtedness, in each case if the Consolidated Interest Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock is issued would have been at least 3.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness or Disqualified Stock had been issued or incurred, as the case may be, at the beginning of such four-quarter period.

The preceding paragraph will not apply to the incurrence by the Company or any of its Restricted Subsidiaries of any of the following Indebtedness:

(a) Indebtedness in an aggregate principal amount not to exceed at any time outstanding the greater of: (x) $200,000,000, plus any fees, premiums, expenses (including costs of collection), indemnities and similar amounts payable in connection with such Indebtedness, and less any amounts derived from Asset Sales and applied to the permanent reduction of Indebtedness in accordance with the covenant described under the caption "*—Put Option of Holders—Asset Sales*" and (y) an amount that does not cause the First Lien Leverage Ratio of the Company to exceed 2.75 to 1.00 on a pro forma basis (including the pro forma application of the net proceeds therefrom);

(b) First Lien Notes and other Indebtedness outstanding on the Issue Date giving effect to the Permitted Closing Steps;

(c) Hedging Obligations;

(d) Indebtedness represented by the Offered Notes or the Subsidiary Guarantees, and any Additional Notes issued in respect to any of the foregoing (including as PIK Interest thereon) in accordance with the terms of the Indenture;

(e) intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries, *provided* that (1) if the Company or any Guarantor is the obligor on such Indebtedness but the lender is not the Company or a Guarantor, then the Indebtedness must be unsecured and expressly subordinated in right of payment to the Company's obligations with respect to the Notes or such Guarantor's obligations under its Subsidiary Guarantee, as the case may be, and (2) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company, or any sale or other transfer of any such Indebtedness to a Person that is neither the Company nor a Restricted Subsidiary of the Company, shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, as of the date of such issuance, sale or other transfer that is not permitted by this clause (e);

(f) Indebtedness in respect of bid, performance or surety bonds issued for the account of the Company or any of its Restricted Subsidiaries in the ordinary course of business, including guarantees or obligations of the Company or any of its Restricted Subsidiaries with respect to letters of credit supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed);

(g) Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations (or any guarantee thereof or indemnity with respect thereto), in each case, incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in the business of the Company or any of its Restricted Subsidiaries, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (g), not to exceed $25,000,000 at any time outstanding;

(h) the guarantee by the Company of Indebtedness of any of its Restricted Subsidiaries or by any Restricted Subsidiary of Indebtedness of the Company or another Restricted Subsidiary, in each case, that was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated in right of payment to the Notes or a Subsidiary Guarantee, then the guarantee shall be subordinated to the same extent as the Indebtedness guaranteed;

(i) intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries incurred in the ordinary course of business in connection with cash pooling or other cash management arrangements;

(j) Permitted Refinancing Indebtedness incurred in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Indebtedness incurred pursuant to the first paragraph and clauses (b), (d) and (j) of the second paragraph of this covenant;

(k) Indebtedness of Restricted Subsidiaries of the Company (other than Guarantors) in an aggregate principal amount not to exceed 2% of the Company's Consolidated Total Assets minus the sum of all Indebtedness of Restricted Subsidiaries of the Company (other than Guarantors) then outstanding;

(l) any additional Indebtedness of the Company or any Guarantor in an aggregate principal amount not in excess of $25,000,000 at any one time outstanding and any guarantee thereof;

(m) any Indebtedness (i) arising under any local working capital facilities or (ii) to finance the acquisition of streamers and/or other marine equipment (together with any Permitted Refinancing Indebtedness (as defined below) incurred to refund, refinance or replace any Indebtedness incurred pursuant to clause (m) in the Indenture), collectively, in an aggregate principal amount not to exceed $150,000,000 at any time outstanding;

(n) Acquired Indebtedness (as defined below) of a Subsidiary of the Company acquired after the Issue Date or a person merged into or consolidated with any member the Company or a Restricted Subsidiary after the Issue Date and Indebtedness assumed in connection with the acquisition of assets, which Indebtedness in each case, exists at the time of such acquisition, merger or consolidation and is not created in contemplation of such event and where such acquisition, merger or consolidation is permitted by the Indenture; *provided* that after giving pro forma effect to the relevant transaction (including the incurrence of Indebtedness hereunder) (A) no Default or Event of Default shall have occurred and be continuing and (B) the Company could incur $1.00 of additional Indebtedness pursuant to the Consolidated Interest Coverage Ratio test set forth in the first paragraph of this section or the Consolidated Interest Coverage Ratio would not be less than it was immediately prior to giving effect to such acquisition or other transaction;

(o) Indebtedness arising under the French Revolving Facility Agreement in a maximum principal amount not to exceed the Termed Out Amount;

(p) unsecured Indebtedness in respect of the Accrued Senior Note Interest in a maximum amount not to exceed the SN Interest Termed Out Amount;

(q) other than Indebtedness incurred pursuant to the clauses of the Indenture described in clause (a), (b), (d), (o) or (p) of the second paragraph of this covenant, Indebtedness incurred in connection with the Permitted Closing Steps;

(r) a Capital Lease Obligation in connection with a Galileo Transaction; and

(s) any vessel charter being treated as a finance or capital lease under IFRS,

provided that if the Company or any Guarantor is an obligor with respect to any unsecured Indebtedness incurred under Credit Facilities pursuant to the clauses of the Indenture described in clause (a), (l), (m)(i) or (n) of the second paragraph of this covenant, then such Indebtedness must be expressly subordinated in right of payment to all of the Company's obligations with respect to the Notes or such Guarantor's obligations under its Subsidiary Guarantee, as applicable.

The Indenture also provides that the Company will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness which by its terms (or by the terms of any agreement governing such Indebtedness) is subordinated to any other Indebtedness of the Company or of such Guarantor, as the case may be, unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinate to the Notes or the Subsidiary Guarantees of such Guarantor, as the case may be, to the same extent and in the same manner as such Indebtedness is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Indebtedness of the Company or of such Guarantor, as the case may be; *provided, however*, that no Indebtedness shall be deemed to be contractually subordinated in right of payment to any other Indebtedness solely by virtue of being unsecured.

For purposes of determining compliance with this "*Incurrence of Indebtedness and Issuance of Disqualified Stock*" covenant, if an item of proposed Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (a) through (l) of the second paragraph, or is entitled to be incurred pursuant to the first paragraph, of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant.

The reclassification as Indebtedness of operating leases due to a change in accounting principles will not be deemed to be an incurrence of Indebtedness for the purposes of this covenant.

Liens

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien on any property or asset now owned or hereafter acquired, or any income or profits therefrom, except Permitted Liens, to secure any Indebtedness of the Company or such Restricted Subsidiary (if it is not also a Guarantor), unless such Indebtedness will be subordinated and junior to the Lien securing the Notes or the Subsidiary Guarantee.

Sale-and-Leaseback Transactions

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale-and-leaseback transaction (other than in connection with a Galileo Transaction); *provided, however,* that the Company or any Restricted Subsidiary, as applicable, may enter into a sale-and-leaseback transaction if:

(a) the Company or such Restricted Subsidiary could have (1) incurred Indebtedness in an amount equal to the Attributable Indebtedness relating to such sale-and-leaseback transaction pursuant to the Consolidated Interest Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "*—Incurrence of Indebtedness and Issuance of Disqualified Stock*" and (2) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "*—Liens*";

(b) the gross cash proceeds of such sale-and-leaseback transaction are at least equal to the fair market value (as determined in accordance with the definition of such term, the results of which determination shall be set forth in an Officers' Certificate delivered to the Trustee) of the property that is the subject of such sale-and-leaseback transaction; and

(c) the transfer of assets in such sale-and-leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, the covenant described above under the caption "*—Put Option of Holders—Asset Sales*", if applicable.

Issuances and Sales of Capital Stock of Restricted Subsidiaries

The Indenture will provide that the Company (a) will not, and will not permit any Restricted Subsidiary of the Company to, transfer, convey, sell or otherwise dispose of any Capital Stock of any Restricted Subsidiary of the Company to any Person other than the Company or a Restricted Subsidiary of the Company, and (b) will not permit any Restricted Subsidiary of the Company to issue any of its Equity Interests to any Person other than to the Company or a Restricted Subsidiary of the Company unless:

(a) the Net Proceeds from such issuance, transfer, conveyance, sale or other disposition are applied in accordance with the covenant described above under the caption "*—Put Option of Holders—Asset Sales*"; and

(b) immediately after giving effect to such transfer, conveyance, sale or other disposition, such Restricted Subsidiary either continues to be a Restricted Subsidiary or, if such Restricted Subsidiary would no longer constitute a Restricted Subsidiary, any remaining Investment in such Restricted Subsidiary would have been permitted to be made under the covenant described above under the caption "*—Restricted Payments*" if made on the date of such transfer, conveyance, sale or other disposition.

For purposes of this covenant, the creation or perfection of a Lien on any Capital Stock of a Restricted Subsidiary of the Company to secure any Indebtedness of the Company or any of its Restricted Subsidiaries will not be deemed to be a disposition of such Capital Stock, *provided* that any sale by the secured party of such Capital Stock following foreclosure of its Lien will be subject to this covenant.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to do any of the following:

(a) (1) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Stock or (2) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(b) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(c) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of:

(1) agreements governing Credit Facilities, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof, *provided* that such agreements and amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially less favorable to the holders of the Notes, taken as a whole, with respect to such dividend and other payment restrictions, than those contained, in the case of Credit Facilities, in agreements governing Credit Facilities, in either case as in effect on the date of the Indenture;

(2) the Indenture, the Notes, the Subsidiary Guarantees and the First Lien Notes;

(3) any agreement for the sale or other disposition of Equity Interests in a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending the sale or other disposition;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person or the properties

or assets of any Person, other than the Person, or the property or assets of the Person, so acquired*, provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) by reason of customary provisions restricting the subletting or assignment of any lease or the transfer of copyrighted or patented materials;

(6) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (c) above on the property so acquired;

(7) customary provisions in agreements for the sale of property or assets;

(8) customary provisions in agreements that restrict the assignment of such agreements or rights thereunder;

(9) provisions with respect to the disposition or distribution of assets or property in any joint venture agreement, assets sale agreement, stock sale agreement or other similar agreement, in each case entered into in the ordinary course of business, but in each case only to the extent such encumbrance or restriction relates to the transfer of the property, or encumbers or restricts the assets, subject to such agreement;

(10) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(11) Permitted Refinancing Indebtedness, *provided* that the encumbrances and restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially less favorable to the holders of the Notes, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(12) any Liens not prohibited by the covenant described above under the caption "*—Liens*" that limit the right of the debtor to dispose of the assets subject to such Liens; or

(13) applicable law.

Transactions with Affiliates

The Indenture will provide that the Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless:

(a) such Affiliate Transaction is in writing and on terms that, when taken as a whole, are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person or, if there is no such comparable transaction, on terms that are fair and reasonable to the Company or such Restricted Subsidiary; and

(b) the Company delivers to the Trustee (1) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $2,000,000, an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and (2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5,000,000, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of

Directors and (3) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $17,000,000, an opinion as to the fairness to the Company or the relevant Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm that is, in the judgment of the Board of Directors, qualified to render such opinion and is independent with respect to the Company;

provided, however, that the following shall be deemed not to be Affiliate Transactions:

(A) any employment agreement or other employee compensation plan or arrangement (including stock option plans) entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business of the Company or such Restricted Subsidiary;

(B) transactions between or among the Company and its Restricted Subsidiaries (including any Person that becomes a Restricted Subsidiary as a result of any such transaction);

(C) loans or advances to officers, directors and employees of the Company or any of its Restricted Subsidiaries made in the ordinary course of business, consistent with past practices of the Company and its Restricted Subsidiaries and approved by a majority of the disinterested members of the Board of Directors in an aggregate amount not to exceed $7,500,000;

(D) indemnities of officers, directors and employees of the Company or any of its Restricted Subsidiaries permitted by provisions of the organizational documents of the Company or such Restricted Subsidiary or applicable law;

(E) the payment of reasonable and customary regular fees to directors of the Company or any of its Restricted Subsidiaries who are not employees of the Company or any Subsidiary;

(F) any agreement or arrangement in effect as of the Issue Date or any amendment thereto or replacement thereof or any transaction contemplated thereby (including pursuant to any amendment or replacement agreement) so long as any such amendment or replacement agreement, taken as a whole, is no more disadvantageous to the holders of the Notes in any material respect than the original agreement as in effect on the Issue Date;

(G) Restricted Payments and Permitted Investments that are permitted by the provisions of the Indenture described above under the caption "*—Restricted Payments*" or the declaration or payment of any dividend or the making of any other payment or distribution described in sub-clause (y) of clause (3) of the first paragraph of the covenant described under the caption "*—Restricted Payments*" which does not constitute an Event of Default pursuant to clause (e) under the caption "*—Events of Default and Remedies*";

(H) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person; and

(I) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person.

Guarantees of Certain Indebtedness by Restricted Subsidiaries

The Indenture will provide that the Company will not permit any Restricted Subsidiary, directly or indirectly, to enter into a guarantee any Indebtedness of the Company or any Guarantor (the "Other Company Indebtedness") other than Permitted Guarantees unless such Restricted Subsidiary (if it is not already a Guarantor) contemporaneously executes and delivers a Subsidiary Guarantee and a supplemental indenture to

the Indenture in accordance with its terms, which Subsidiary Guarantee will be senior to such Restricted Subsidiary's guarantee of such Other Company Indebtedness if such Other Company Indebtedness so guaranteed is subordinated Indebtedness.

Conduct of Business

The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in the conduct of any business other than the business being conducted on the Issue Date and such other businesses as are reasonably necessary or desirable to facilitate the conduct and operation of, or ancillary or reasonably related to, such businesses (notably in terms of use and leverage of the portfolio of technology and know-how of the Company and its Restricted Subsidiaries), except to the extent as would not be material to the Company and its Restricted Subsidiaries, taken as a whole.

Anti-Layering

The Indenture will provide that the Company will not and will not permit any Guarantor to incur, directly or indirectly, any Indebtedness that is subordinated in right of payment to any Indebtedness of the Company or the Guarantor, as the case may be, unless (a) the Indebtedness so incurred is subordinated in right of payment to, the Notes or the relevant Subsidiary Guarantee, as the case may be, (b) the ranking in right of payment of such Indebtedness arises as a matter of law or (c) such Indebtedness is subject to the terms of the Intercreditor Agreement.

Unsecured Indebtedness will not be deemed to be subordinated in right of payment to secured Indebtedness solely because it is unsecured, and Indebtedness that is not guaranteed by a particular Person is not deemed to be subordinated in right of payment to Indebtedness that is so guaranteed solely because it is not so guaranteed.

Reports

So long as any Notes are outstanding, the Company will file with the Commission (if the Company is required to do so by the rules or regulations of the SEC), and will, in any event, deliver to the Trustee and post to its investor relations website:

(a) within the time periods specified in the Commission's rules and regulations and in any event no later than 120 days after the end of each fiscal year (or if such day is not a business day, the first business day thereafter), all annual financial and other information with respect to the Company and its Subsidiaries that would be required to be contained in a filing with the Commission on Form 20-F, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and a report thereon by the Company's certified independent accountants; and

(b) within 60 days after the end of each of the first and third quarters of each fiscal year (and within 75 days after the end of the second quarter of each fiscal year), reports on Form 6-K, or any successor form, attaching (a) unaudited consolidated financial statements for the Company for the period then ended (and the comparable period in the prior year), in each case prepared in accordance with IFRS (as in effect on the date of such report or financial information) and (b) the information relating to the Company described in Item 5 of Form 20-F (i.e. Operating and Financial Review and Prospects).

Without limiting the foregoing, unless the Company is required to do so by the rules and regulations of the SEC, it need not comply with the applicable SEC form requirements, including, in particular, an auditor's report on internal control over financial reporting, a financial statement audit in compliance with U.S. GAAS (an annual financial statement audit in compliance with IFRS and a report thereon by the Company's certified independent accountants will, however, be required as described above) or interactive data tagging; *provided* that the Company shall continue to publish exhibits of material contracts consistent with prior practices.

The Company will all times comply with Section 314(a) of the TIA.

For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such stock exchange so require, the above information will also be made available in Luxembourg, free of charge, through the offices of the Transfer Agent in Luxembourg.

In addition, for so long as any Notes remain outstanding and during any period during which the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b) under the Exchange Act, the Company and the Guarantors will furnish to the holders of the Notes and to prospective investors, upon the requests of such holders, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Future Designation of Restricted and Unrestricted Subsidiaries

The preceding covenants (including calculation of financial ratios and the determination of limitations on the incurrence of Indebtedness) may be affected by the designation by the Company of any existing or future Subsidiary of the Company as an Unrestricted Subsidiary, or by the redesignation by the Company of an Unrestricted Subsidiary as a Restricted Subsidiary.

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such designation, all outstanding Investments by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be Restricted Payments at the time of such designation, in an amount equal to the fair market value of such Investments at the time of such designation. Such designation will only be permitted if such Restricted Payments would be permitted by the terms of the Indenture at such time and if such Restricted Subsidiary otherwise meets the definition of "Unrestricted Subsidiary". The Company may not designate any Restricted Subsidiary to be an Unrestricted Subsidiary at any time during which the Company maintains Investment Grade Status.

The Board of Directors may also redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if such redesignation complies with the requirements of the Indenture described in the definition of "Unrestricted Subsidiary". If the aggregate amount of all Restricted Payments calculated for purposes of the first paragraph of the covenant described under the caption "*—Restricted Payments*" above includes an Investment in an Unrestricted Subsidiary that subsequently becomes a Restricted Subsidiary pursuant to the terms of this paragraph, then the aggregate amount of such Restricted Payments will be reduced by the lesser of (a) an amount equal to the fair market value of the Investments previously made by the Company and its Restricted Subsidiaries in such Unrestricted Subsidiary at the time it becomes a Restricted Subsidiary and (b) the amount of such Investments.

Any designation or redesignation pursuant to this covenant by the Board of Directors will be evidenced by the filing with the Trustee of a Board Resolution giving effect to such action and evidencing the valuation of any Investment relating thereto (as determined in good faith by the Board of Directors) and an Officers' Certificate certifying that such action and valuation complied with the preceding requirements.

Withholding

Each party to the Indenture will, within 10 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 will 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 will be required to provide any such forms, documentation or other information 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: (1) Applicable Law; (2) fiduciary duty; or (3) duty of confidentiality. For purposes hereof, "*Applicable Law*" shall be deemed to include (i) any rule or practice of any Authority by which any party is bound or with which it is accustomed to comply, (ii) any agreement between any Authorities, and (iii) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature.

The Company will notify the Trustee and each Agent in the event that it determines that any payment to be made by the Trustee or 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 such obligation of the Company will apply only to the extent that such payments are so treated by virtue of characteristics of the Company, the Notes, or both.

Notwithstanding any other provision of the Indenture, each of the Trustee and each Paying Agent will 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 Trustee or any Paying Agent will make such payment after such deduction or withholding has been made and will account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, will reasonably promptly after making such payment return to the Company the amount so deducted or withheld, in which case, the Company will so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes hereof.

The Company will hold the Trustee and the Paying Agents harmless for any losses that they may suffer due to the actions required to comply with Applicable Law.

Effectiveness of Covenants and Events of Default

The covenants described under clauses (c) and (d) under *"—Subsidiary Guarantees—Merger or Consolidation*", "*—Certain Covenants—Restricted Payments*", "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock", "—Certain Covenants—Dividend and Other Payment Restrictions Affecting Subsidiaries*", "*—Certain Covenants—Transactions with Affiliates", "—Certain Covenants—Conduct of Business*", "*—Put Option of Holders—Asset Sales*", clauses (a)(1), (b) and (c) under "*—Certain Covenants—Sale-and-Leaseback Transactions*", and "*—Certain Covenants—Issuances and Sales of Capital Stock of Restricted Subsidiaries*" and the Events of Default described under clauses (e) and (f)(4) under "*—Events of Default and Remedies*" (collectively, the "Suspended Provisions") will no longer be in effect upon the Company attaining Investment Grade Status. If at any time the Company's credit rating is downgraded from Investment Grade Status, then the Suspended Provisions will thereafter be reinstated as if such covenants had never been suspended and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Company subsequently attains Investment Grade Status (in which event the Suspended Provisions shall again no longer be in effect for such time that the Company maintains Investment Grade Status); provided, however, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture with respect to the Suspended Provisions based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring after the Company attains Investment Grade Status and before any reinstatement of such Suspended Provisions as provided above, or any actions taken at any time pursuant to any contractual obligation arising prior to such reinstatement, regardless of whether such actions or events would have been permitted if the applicable Suspended

Provisions remained in effect during such period. There can be no assurance that the Notes will ever achieve Investment Grade Status or that any such rating, if achieved, will be maintained.

Events of Default and Remedies

The Indenture will provide that each of the following constitutes an Event of Default:

(a) default for 30 days in the payment when due of interest on the Notes;

(b) default in payment when due of the principal of or premium, if any, on the Notes;

(c) failure by the Company to comply with the provisions described under the caption "*—Put Option of Holders*";

(d) failure by the Company or any Restricted Subsidiary for 30 days after it receives written notice from the Trustee or at least 25% in principal amount of the then outstanding Notes to comply with any of its other agreements in the Indenture or the Notes;

(e) the declaration or payment of any dividend or the making of any other payment or distribution described in subclause (y) of clause (3) under the caption "*—Certain Covenants—Restricted Payments*", which declaration, payment or distribution (together with the aggregate amounts of such dividends, payments or distributions declared, paid or distributed after the Issue Date) would not be permitted by the provisions described under the caption "*—Certain Covenants—Restricted Payments*" if it were treated as a Restricted Payment;

(f) the Company consolidates or merges (*fusion*) with or into (whether or not the Company is the surviving corporation), or sells, assigns, transfers, leases, conveys, demerges (*scission*) or otherwise disposes of all or substantially all of its properties or assets in one or more related transactions, to another Person unless:

(1) the Company is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance, demerger or other disposition shall have been made is a corporation organized or existing under the laws of the United States (or any state thereof or the District of Columbia), the Republic of France or any other member state of the European Union (as constituted on the Issue Date);

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, lease, conveyance, demerger or other disposition shall have been made assumes all the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) except in the case of a merger of the Company with or into a Restricted Subsidiary of the Company, the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, lease, conveyance, demerger or other disposition shall have been made:

(A) will have a Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of the Company immediately preceding the transaction; and

(B) will, at the time of such transaction and after giving pro forma effect thereto as if such transaction had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Interest Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"; and

(5) the Company shall deliver, or cause to be delivered, to the Trustee, in form reasonably satisfactory to the Trustee, an Officers' Certificate and an opinion of counsel stating that such consolidation, merger or disposition and any supplemental indenture in respect thereto comply with this provision and that all conditions precedent in the Indenture relating to such transaction or transactions have been complied with;

(g) a default occurs under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries), whether such Indebtedness or guarantee exists on the date of the Indenture or is created after the date of the Indenture, which default (1) is caused by a failure to pay principal of or premium or interest on such Indebtedness prior to the expiration of any grace period provided in such Indebtedness, including any extension thereof (a "Payment Default"), or (2) results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates in excess of $25,000,000 and *provided, further*, that if any such default is cured or waived or any such acceleration rescinded, or such Indebtedness is repaid, within a period of 10 days from the continuation of such default beyond the applicable grace period or the occurrence of such acceleration, as the case may be, such Event of Default and any consequential acceleration of the Notes shall be automatically rescinded, so long as such rescission does not conflict with any judgment or decree; and provided, further that any failure to pay amounts due in connection with charter agreements and related guarantees as a result of a good faith dispute between the Company or any of its Restricted Subsidiaries and the counterparty shall not constitute an Event of Default under this clause for so long as such dispute is maintained in good faith by the Company or such Restricted Subsidiary;

(h) failure by the Company or any of its Restricted Subsidiaries to pay final judgments (not covered by insurance) aggregating in excess of $25,000,000, which judgments are not paid, discharged or stayed for a period of 60 days;

(i) failure by any Guarantor to perform any covenant set forth in its Subsidiary Guarantee, or the repudiation by any Guarantor of its obligations under its Subsidiary Guarantee or the unenforceability of any Subsidiary Guarantee for any reason other than as provided in the Indenture;

(j) certain events of bankruptcy or insolvency with respect to the Company or any Significant Subsidiary; and

(k) with respect to (i) Collateral relating to any Capital Stock of or voting rights in the Company or any intragroup loans granted to the Company or (ii) any other Collateral having a fair market value in excess of $2,500,000, one or more of the Security Documents ceases, at any time, to be in full force and effect or any Security Document is declared invalid or unenforceable by a court of competent jurisdiction or the relevant grantor (or third-party creditor of the relevant grantor) or the security granted pursuant to a Security Document asserts, in any pleading in any court of competent jurisdiction, that any such Security Document is invalid or unenforceable for any reason other than the

satisfaction in full of all obligations under the Indenture and discharge of the Indenture, other than, in each case, pursuant to limitations on enforceability, validity or effectiveness imposed by applicable law or the terms of such Security Document or except in accordance with the terms of such Security Document, the Intercreditor Agreement, any Additional Intercreditor Agreement or the Indenture, including the release provisions thereof or hereof.

If any Event of Default occurs and is continuing, the Trustee may, by notice to the Company, or the Holders of at least 25% in principal amount of the then outstanding Notes may, by notice to the Company and the Trustee, and the Trustee shall, upon the request of such Holders, declare all the Notes to be due and payable immediately. Upon any such declaration, the Notes shall become due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to the Company or any Guarantor, all outstanding Notes will become due and payable immediately without further action or notice. The holders of a majority in principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except non-payment of principal, interest or premium that have become due solely because of such acceleration) have been cured or waived. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest.

In the case of any Event of Default occurring by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding payment of the premium that the Company would have had to pay if the Company then had elected to redeem the Notes pursuant to the optional redemption provisions of the Indenture, an equivalent premium will also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes.

The holders of a majority in principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of the principal of or interest on the Notes.

The Company will be required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company will be required, upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, member, partner or stockholder or other owner of Capital Stock of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or any Guarantor under the Notes, the Subsidiary Guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws, and it is the view of the Commission that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have all of the obligations of itself and the Guarantors discharged with respect to the outstanding Notes and the Subsidiary Guarantees, respectively ("Legal Defeasance"), except for:

(a) the rights of holders of outstanding Notes to receive payments in respect of the principal of and premium, if any, and interest on such Notes when such payments are due from the trust referred to below;

(b) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of transfer or exchange of the Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(c) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's and any Guarantor's obligations in connection with them; and

(d) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company and any Guarantor released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance"), and thereafter any omission to comply with such obligations will not constitute a Default or Event of Default with respect to the Notes. If Covenant Defeasance occurs, certain other events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under the caption "— *Events of Default and Remedies*" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the holders of the Notes, cash in U.S. dollars or non-callable U.S. Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay the principal of and premium and interest on the outstanding Notes on the Stated Maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of counsel reasonably acceptable to the Trustee confirming that (A) the Company has received from, or there has been published by, the Internal Revenue Service and the French tax authority a ruling or (B) since the date of the Indenture, there has been a change in the applicable income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal or French income tax purposes, respectively, as a result of such Legal Defeasance and will be subject to U.S. federal or French income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel reasonably acceptable to the Trustee confirming that the holders of the outstanding Notes will not recognize income, gain or loss for U.S. federal or French income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal or French income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing either (A) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) or (B) insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 550th day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture) to which the Company or any of its Restricted Subsidiaries is a party or by which the Company or any of its Restricted Subsidiaries is bound;

(6) the Company must have delivered to the Trustee an opinion of counsel to the effect that, after the 550th day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(7) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the holders of the Notes over the other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(8) the Company must deliver to the Trustee an Officers' Certificate and an opinion of counsel, each stating that all conditions precedent provided for relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment and Waiver

Except as provided below, the Indenture, the Notes, the Security Documents, the Intercreditor Agreement or an Additional Intercreditor Agreement may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a tender offer or exchange offer for the Notes).

Without the consent of each holder affected, an amendment, supplement or waiver may not (with respect to any Notes held by a non-consenting holder):

(a) reduce the principal amount of the Notes whose holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption or purchase of the Notes by the Company;

(c) reduce the rate of or change the time for payment of interest on any Note;

(d) waive a Default or Event of Default in the payment of principal of or premium or interest on the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(e) make any Note payable in money other than that stated in the Notes;

(f) make any change in the provisions of the Indenture relating to waivers of past defaults or the rights of holders of the Notes to receive payments of principal of or premium or interest on the Notes;

(g) waive a redemption or repurchase payment with respect to any Note;

(h) make any change in the ranking of the Notes relative to other Indebtedness of the Company or the Subsidiary Guarantees relative to other Indebtedness of the Guarantors, in either case in a manner adverse to the holders;

(i) release any Guarantor from any of its obligations under its Subsidiary Guarantee or the Indenture, except in accordance with the terms of the Indenture;

(j) release any Lien on the Collateral, except in accordance with the terms of the Indenture;

(k) make any change in the provisions described under the caption "*—Additional Amounts*" in a manner adverse to the holders; or

(l) make any change in the preceding amendment, supplement and waiver provisions.

Notwithstanding the foregoing, without the consent of any holder of the Notes, the Company, the Guarantors and the Trustee may amend or supplement the Indenture or the Notes to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to holders of the Notes in the case of a merger or consolidation or sale of all or substantially all of the Company's properties or assets, to make any change that would provide any additional rights or benefits to the holders of the Notes or that does not materially adversely affect the legal rights under the Indenture of any such holder, to secure the Notes pursuant to the requirements of the covenant described above under the caption "*—Certain Covenants—Liens*" or to add any Guarantor or to release any Guarantor from its Subsidiary Guarantee, in each case as provided in the Indenture, or to comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act.

Neither the Company nor any of its Subsidiaries shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any holder of any Notes for or as an inducement to any consent, waiver, amendment or supplement of any terms or provisions of the Indenture or the Notes, unless such consideration is offered to be paid or agreed to be paid to all holders of the Notes which so consent, waive or agree to amend or supplement in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(1) either:

(a) all Notes that have been authenticated (except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company) have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the giving of a notice of redemption or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be irrevocably deposited with the Trustee as trust funds in trust solely for the benefit of the holders of the Notes, cash in U.S. dollars or non-callable U.S. Government securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not previously delivered to the Trustee for cancellation, including principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company and each Guarantor has paid or caused to be paid all other sums payable by it under the Indenture; and

(4) the Company has delivered an Officers' Certificate and an opinion of counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

The Trustee

The Bank of New York Mellon, London Branch serves as trustee under the Indenture.

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Company or any Guarantor, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; *however*, if it acquires any conflicting interest and a Default occurs, it must eliminate such conflict within 90 days or resign.

The holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture will provide that in case an Event of Default shall occur (that is not cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder has offered to the Trustee security and indemnity satisfactory to the Trustee against any loss, liability or expense.

Governing Law

The Indenture, the Notes and the Subsidiary Guarantees will be governed by the laws of the State of New York. The Security Documents will be governed by the laws of England and Wales, France, the Netherlands, Norway, Switzerland and the State of New York, as applicable.

Consent to Jurisdiction

The Indenture will provide that any suit, action or proceeding with respect to the Indenture, the Notes or the Subsidiary Guarantees may be brought in any New York state or federal court located in the Borough of Manhattan in the City of New York ("New York Court") and that the Company and the Guarantors will submit to the non-exclusive jurisdiction of such courts.

Indemnification for Foreign Currency Judgments

The Indenture also provides that obligations of the Company to any holder of the Notes, the Trustee, the Agents or the Collateral Agent shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than U.S. dollars (in the case of dollar-denominated Notes) and euros (in the case of euro-denominated Notes) (the "Agreement Currency"), be discharged only to the extent that on the day following receipt by such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, of any amount in the Judgment Currency, such holder of the Notes, the Trustee, the Agents or the Collateral Agent may in

accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the amount originally to be paid to such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, in the Agreement Currency, the Company agrees, as a separate obligation and notwithstanding such judgment, to pay to such holder of Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, the difference, and if the amount of the Agreement Currency so purchased exceeds the amount originally to be paid to such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, agrees to pay to or for the account of the Company such excess, *provided* that such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, shall not have any obligation to pay any such excess as long as a default by the Company or any Guarantor in its obligations under the Notes, the Indenture or the Subsidiary Guarantees has occurred and is continuing, in which case such excess may be applied by such holder of the Notes, the Trustee, the Agents or the Collateral Agent, as the case may be, to such obligations.

Additional Information

Anyone who receives these listing particulars may obtain a copy of the Indenture without charge by contacting CGG S.A., Tour Maine Montparnasse, 33 avenue de Maine, BP 191, 75755 Paris CEDEX 15, France, Attention: Investor Relations Officer, Telephone (33) 1 64 47 45 00.

Purchase

The Company, the Trustee and their respective Affiliates may at any time and from time to time purchase any Note or a beneficial interest in any Note in the open market or otherwise at any price.

Notices

Any notice to Noteholders will be mailed by first class mail or delivered by overnight air courier guaranteeing next day delivery, in each case to their respective registered addresses shown on the register kept by the Registrar. For Notes which are represented by global certificates held on behalf of Euroclear or Clearstream, notice may be given by delivery of the relevant notices to Euroclear and Clearstream for communication to entitled account holders in substitution of the aforesaid mailing. In addition, for so long as the Notes are listed on the Luxembourg Stock Exchange and its rules so require, any such notice (including notices of redemption) will be published on the internet site of the Luxembourg Stock Exchange at www.bourse.lu. Any notice or communication will also be so mailed to any Person described in Section 313(c) of the Trust Indenture Act, to the extent required by the Trust Indenture Act. Also for so long as the Notes are listed on the Luxembourg Stock Exchange, the Company will provide to the exchange a copy of all notices to Noteholders.

Prescription

Claims against the Company for the payment of principal, or premium, if any, on the Notes will be prescribed 10 years after the applicable due date for payment thereof. Claims against the Company for the payment of interest on the Notes will be prescribed five years after the applicable due date for payment of interest.

Listing

Application has been made to list the Notes on the Luxembourg Stock Exchange and trade the Notes on the Euro MTF.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Accrued Senior Note Interest*" means the accrued and unpaid interest under the Senior Notes.

"Acquired Indebtedness" means, with respect to a specified Person, (a) Indebtedness of any other Person existing at the time such other Person is merged with or into or becomes a Subsidiary of such specified Person or (b) Indebtedness arising from the acquisition of properties or assets by such specified Person prior to such time. Acquired Indebtedness shall be deemed to be incurred on the date the acquired Person becomes a Restricted Subsidiary or the date of the related acquisition of properties or assets from such Person.

"*Affiliate"* of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of the Indenture, "control", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of Voting Stock, by agreement or otherwise; *provided, however*, that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control. For purposes of the Indenture, the terms "controlling", "controlled by" and "under common control with" have correlative meanings.

"*Applicable Intercreditor Agreement*" means: (a) with respect to a First Lien Obligation, the Intercreditor Agreement; (b) with respect to an Other Pari Passu Lien Obligation, any Pari Passu Intercreditor Agreement; and (c) with respect to Indebtedness that is secured by a junior priority lien, a Junior Priority Intercreditor Agreement.

"*Asset Sale*" means:

(a) the sale, lease, conveyance or other disposition (a "disposition") of any properties or assets (including, without limitation, by way of a sale-and-leaseback), excluding dispositions in the ordinary course of business (*provided* that the disposition of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole will be subject to the provisions of the Indenture described above under the caption "*—Put Option of Holders—Change of Control*" and the provisions described above in clause (f) under the caption "*—Events of Default and Remedies*" and not to the provisions of the Asset Sales covenant); and

(b) the issue or sale by the Company or any of its Restricted Subsidiaries of Equity Interests of any of the Company's Subsidiaries,

whether, in the case of clause (a) or (b), in a single transaction or a series of related transactions, *provided* that such transaction or series of related transactions (1) involves properties or assets having a fair market value in excess of $5,000,000 or (2) results in the payment of net proceeds in excess of $5,000,000. Notwithstanding the preceding provisions of this definition, the following transactions will be deemed not to be Asset Sales:

(A) a disposition of obsolete or excess equipment or other properties or assets;

(B) a disposition of properties or assets (including Equity Interests) by the Company to a Guarantor or by a Guarantor to the Company, amongst Guarantors or by a Restricted Subsidiary that is not a Guarantor to another Restricted Subsidiary that is not a Guarantor or by a Restricted Subsidiary that is not a Guarantor to an Obligor;

(C) a disposition of cash or Cash Equivalents;

(D) a disposition of properties or assets (including Equity Interests) that constitutes a Restricted Payment that is permitted by the provisions of the Indenture described above under the caption "*—Certain Covenants—Restricted Payments*" (including a Permitted Investment);

(E) any trade or exchange by the Company or any Restricted Subsidiary of equipment or other properties or assets for equipment or other properties or assets owned or held by another Person, *provided* that the fair market value of the properties or assets traded or exchanged by the Company or such Restricted Subsidiary (together with any cash or Cash Equivalents) is reasonably equivalent to the fair market value of the properties or assets (together with any cash or Cash Equivalents) to be received by the Company or such Restricted Subsidiary;

(F) the creation or perfection of a Lien on any properties or assets (or any income or profits therefrom) of the Company or any of its Restricted Subsidiaries that is not prohibited by the covenant described under the caption "*—Certain Covenants—Liens*";

(G) the sale or other disposition of any Specified Disposal or any Specified Liquidation Entity, including any interim steps to facilitate such sale or disposition; provided that if such sale or disposition is not consummated, the Company or the relevant Restricted Subsidiary, as applicable, will unwind such interim steps within three months of such failure to consummate; and provided that the sale or other disposition of any Specified Disposal is for consideration at least equal to the fair market value of the assets, properties or shares so sold or disposed;

(H) the surrender or waiver of contract rights or the settlement, release or surrender of contractual, non-contractual or other claims of any kind;

(I) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise of collection thereof;

(J) the factoring of accounts receivable on a non-recourse basis or monetization of future receivables, in each case arising in the ordinary course of business consistent with past practice pursuant to arrangements customary in the region;

(K) the grant in the ordinary course of business of any non-exclusive license of patents, trademarks, registrations therefor and other similar intellectual property;

(L) a disposition of properties or assets (including Equity Interests) as contemplated pursuant to the Permitted Business Restructuring or the Permitted Closing Steps;

(M) a disposition in connection with the Galileo Transactions; and

(N) the sale or disposition of Equity Interests in Sercel, Inc. to a third party; provided that: (i) the Company, together with the Restricted Subsidiaries, (A) holds at least 51% of the share capital of Sercel, Inc. at all times and (B) remains the controlling shareholder of Sercel, Inc.; (ii) the assets and business of Sercel, Inc. as of the date of such disposal shall be substantially the same scope as that on the Restructuring Effective Date; and (iii) such sale or disposition is made for fair market value and is consummated pursuant to a binding agreement entered into on or after the date that is six months following the Restructuring Effective Date.

The fair market value of any non-cash proceeds of a disposition of properties or assets and of any properties or assets referred to in the foregoing clause (E) of this definition shall be determined in the manner contemplated in the definition of the term "fair market value", the results of which determination shall be set forth in an Officers Certificate delivered to the Trustee.

"*Attributable Indebtedness*" in respect of a sale-and-leaseback transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with IFRS) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale-and-leaseback transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended). As used in the preceding sentence, the "net rental payments" under any lease for any such period shall mean the sum of rental and other payments required to be paid with respect to such period by the lessee thereunder, excluding any amounts required to be paid by such lessee on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges. In the case of any lease that is terminable by the lessee upon payment of penalty, such net rental payment shall also include the amount of such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated.

"*Authorized Merger*" means an amalgamation, demerger, merger, consolidation or corporate reconstruction (each, a "*group merger*") of a member of the Group whose assets and/or shares are subject to Collateral into another member of the Group where (i) such merger is permitted under the Indenture or is consented to by the Holders in accordance with "*—Amendment and Waiver*" above and (ii) any release of the Collateral owned by or representing the shares of such member of the Group is required to facilitate such group merger.

"*Board of Directors*" means the Board of Directors (*Conseil d'Administration)* of the Company, or any authorized committee of the Board of Directors.

"*Capital Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with IFRS (as in effect on the Issue Date for purposes of determining whether a lease is a capital lease).

"*Capital Stock*" means:

(a) in the case of a corporation, corporate stock;

(b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, including preferred stock;

(c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Cash Equivalents*" means:

(a) securities issued or directly and fully guaranteed or insured by the government of the United States of America, the Republic of France or any other country whose sovereign debt has a rating of at least "A3" from Moody's Investors Service, Inc. and at least "A-" from Standard & Poor's Ratings Services or any agency or instrumentality of any such government (*provided* that the full faith and credit of such government is pledged in support thereof), in each case having maturities of not more than 12 months from the date of acquisition;

(b) certificates of deposit, Eurodollar time deposits and French negotiable debt instruments (*titres de créances négociables*) with maturities of 12 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits (collectively, "*Bank Deposits*"), in each case with or issued by any commercial bank organized under the laws of any country that is a member of the Organization for Economic Co-operation and Development having

capital and surplus in excess of $500,000,000 and whose long-term debt securities are rated at least "A3" by Moody's Investors Service, Inc. and at least "A-" by Standard & Poor's Ratings Services;

(c) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above;

(d) commercial paper and French negotiable debt instruments (*titres de créances négociables*) having a rating of at least P-1 from Moody's Investors Service, Inc. or at least A-1 from Standard & Poor's Ratings Services and in each case maturing within 12 months after the date of acquisition;

(e) money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d), including any mutual fund for which the Trustee or an Affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that the Trustee or an Affiliate of the Trustee receives fees from such funds for services it or its Affiliate renders to such fund in respect of such investment; in the case of Restricted Subsidiaries organized under the laws of China, Bank Deposits from the date of acquisition issued by a commercial bank organized under the laws of China (i) which has also issued Bank Deposits in which such Restricted Subsidiary is invested as of the Issue Date in the ordinary course of business and consistent with past practice; or (ii) which has capital, surplus and undivided profits aggregating in excess of $500,000,000 (or the foreign currency equivalent thereof as of the date of such investment) and whose long-term debt securities are rated at least "A3" by Moody's Investors Service, Inc. and at least "A-" by Standard & Poors Ratings Services; and

(f) all items treated as cash under IFRS.

"*Collateral*" means any and all property or assets from time to time in which a security interest has been or will be granted, whether on the Issue Date or thereafter, pursuant to any Security Document to secure the obligations under the Indenture, the Notes and/or any Subsidiary Guarantee.

"*Common Stock*" means the common or ordinary shares of the Company.

"*Confirmation Order*" means the order of the United States Bankruptcy Court for the Southern District of New York confirming the *Joint Chapter 11 Plan of Reorganization of CGG Holding (U.S.) Inc. and Certain Affiliates filed on September 29, 2017* pursuant to Section 1129 of the United States Bankruptcy Code.

"*Consolidated Cash Flow*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted or excluded in calculating Consolidated Net Income for such period:

(a) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries;

(b) Consolidated Interest Expense of such Person and its Restricted Subsidiaries;

(c) depreciation and amortization (including amortization or impairment, if any, of goodwill and of other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) of such Person and its Restricted Subsidiaries;

(d) other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries less any non-cash items increasing Consolidated Net Income of such Person and its Restricted Subsidiaries (other than items that will result in cash receipt);

(e) any expenses, charges or other costs related to (i) a restructuring of the Indebtedness of the Company or its Restricted Subsidiaries, including safeguard proceedings (*procédure de sauveguarde*) and proceedings in any United States bankruptcy court and (ii) any equity offering, acquisition, joint venture, disposition, recapitalization or incurrence of Indebtedness or the refinancing of any other Indebtedness of such Person or any of the Restricted Subsidiaries (whether or not successful), in each case that is out of the ordinary course of business and permitted to be undertaken by the Indenture; and

(f) without duplication, an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, in each case, on a consolidated basis and determined in accordance with IFRS.

"*Consolidated Interest Coverage Ratio*" means, with respect to any Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Consolidated Interest Expense of such Person for such period; *provided, however*, that the Consolidated Interest Coverage Ratio shall be calculated giving pro forma effect to each of the following transactions as if each such transaction had occurred at the beginning of the applicable four quarter reference period:

(a) any incurrence, assumption, guarantee, repayment, purchase or redemption by such Person or any of its Restricted Subsidiaries of any Indebtedness (other than revolving credit borrowings) (i) subsequent to the later of (x) the commencement of the period for which the Consolidated Interest Coverage Ratio is being calculated and (y) the Restructuring Effective Date but (ii) prior to the date on which the event for which the calculation of the Consolidated Interest Coverage Ratio is made (the "*Calculation Date*");

(b) any acquisition that has been made by such Person or any of its Restricted Subsidiaries, or approved and expected to be consummated within 30 days of the Calculation Date, including, in each case, through a merger or consolidation, and including any related financing transactions, during the reference period or subsequent to such reference period and on or prior to the Calculation Date; and

(c) any other transaction that may be given pro forma effect in accordance with Article 11 of Regulation S-X under the Securities Act as in effect from time to time;

provided further, however, that (1) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (2) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the sum, without duplication, of the following:

(a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of all payments made or received (if any) pursuant to Hedging Obligations in respect of interest rates but excluding amortization of debt issuance costs and non-cash charges other than non-cash interest expenses related to convertible bonds); and

(b) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with IFRS, *provided* that:

(a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Restricted Subsidiary thereof;

(b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders; and

(c) the cumulative effect of a change in accounting principles shall be excluded.

"*Consolidated Net Worth*" means, with respect to any Person as of any date, the consolidated stockholders' equity of such Person and its Restricted Subsidiaries as of such date less the amount of consolidated stockholders' equity attributable to Disqualified Stock or treasury stock of such Person and its Restricted Subsidiaries as of such date, in each case determined in accordance with IFRS.

"*Consolidated Tangible Net Worth*" means, at any date, the Consolidated Net Worth of the Company and its Restricted Subsidiaries as shown on their most recent consolidated balance sheet less, without duplication, all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, as determined in accordance with IFRS.

"*Consolidated Total Assets*" means, with respect to any Person as of any date, the consolidated total assets of such Person and its Restricted Subsidiaries as of such date, as determined in accordance with IFRS.

"*Credit Facilities*" means, with respect to any Person, one or more debt facilities, credit agreements, commercial paper facilities, note purchase agreements, indentures or other agreements, in each case with banks, lenders or other institutional lenders (including with special purpose vehicles established by such banks or lenders to provide such facilities), purchasers, investors, trustees, agents or other representatives of any of the foregoing, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or trade letters of credit or other borrowings or other extensions of credit, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Non-Cash Consideration*" means the fair market value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the

extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the Asset Sales covenant.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as a result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature or are redeemed or retired in full; *provided, however*, that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof (or of any security into which it is convertible or for which it is exchangeable) have the right to require the issuer to repurchase such Capital Stock (or such security into which it is convertible or for which it is exchangeable) upon the occurrence of any of the events constituting an Asset Sale or a Change of Control shall not constitute Disqualified Stock if such Capital Stock (and all such securities into which it is convertible or for which it is exchangeable) provides that the issuer thereof may not repurchase or redeem any such Capital Stock (or any such security into which it is convertible or for which it is exchangeable) pursuant to such provisions prior to compliance by the Company with the provisions of the Indenture described under the caption "*—Put Option of Holders—Change of Control*" or "*—Put Option of Holders—Asset Sales*", as the case may be.

"*Domestic Subsidiaries*" means all Subsidiaries of the Company incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"*Dutch Security Agreements*" means (i) the notarial deed of pledge of shares in the capital of CGG Marine B.V., among CGG Holding B.V. as pledgor, the Collateral Agent as pledgee and CGG Marine B.V. as the company in which the shares are being pledged, dated the Issue Date and (ii) the deed of disclosed pledge of receivables (under intercompany loan agreements) among CGG Holding B.V. as pledgor, the Collateral Agent as pledgee and the other parties named therein as party, dated the Issue Date.

"*EBITDA*" means operating income (loss) of the Group determined on a consolidated basis in accordance with IFRS, excluding non-recurring revenues (expenses) plus depreciation, amortization, share-based compensation cost and dividends received from companies accounted for by the Company under the equity method. Share-based compensation includes both stock options and shares issued under the Group's performance share allocation plans.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*euro*" or "*€*" means the lawful single currency of participating member states of the European Economic and Monetary Union as contemplated by the Treaty Establishing the European Union.

"*Euro Equivalent*" means, with respect to any monetary amount in a currency other than euros, at or as of any time for the determination thereof, the amount of euros obtained by converting such foreign currency involved in such computation into euros at the spot rate for the purchase of euros with the applicable foreign currency as quoted by Reuters (or, if Reuters ceases to provide such spot quotations, by any other reputable service that is providing such spot quotations, as selected by the Company) at approximately 11:00 a.m. (New York City time) on the date not more than two business days prior to such determination.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended.

"*fair market value*" means, with respect to any property, asset or Investment, the fair market value of such asset or Investment at the time of the event requiring such determination, as determined in good faith by the Company, or, with respect to any asset or Investment in excess of $50,000,000 (other than cash or Cash Equivalents), as determined by a reputable investment banking, accounting or appraisal firm that is, in the

judgment of the Board of Directors, qualified to perform the task for which such firm has been engaged and independent with respect to the Company.

"*First Lien Leverage Ratio*" means the ratio of Total First Lien Debt to EBITDA for the most recently ended Relevant Period (reduced, to the extent added to the calculation of EBITDA, by any depreciation attributable to any Capital Lease Obligation); *provided* that to the extent any Permitted Disposal, Asset Sale or any Permitted Acquisition (each, as defined in the indenture governing the First Lien Notes) has occurred during the Relevant Period, the First Lien Leverage Ratio shall be determined for such Relevant Period after giving pro forma effect to such transaction in the fiscal quarter in which such transaction occurs.

"*First Lien Notes*" means the $663,635,732 in principal amount of first lien notes due 2023 issued by CGG Holding (U.S.) Inc. on the Issue Date pursuant to the First Lien Notes Indenture (and any additional notes issued as PIK Interest thereon (as defined in and issued accordance with the terms of the First Lien Notes Indenture in effect as of the date hereof)).

"*First Lien Notes Indenture*" means the indenture dated as of the Issue Date governing the First Lien Notes.

"*First Lien Obligations*" has the meaning given to it in the Intercreditor Agreement.

"*First Liens*" means the Liens on the Collateral granted by the Company or the Guarantors to secure the payment of any First Lien Obligations, and all replacements, renewals and other modifications of such Liens.

"*Foreign Subsidiary*" means any Subsidiary that is not a Domestic Subsidiary.

"*French Revolving Facility Agreement*" means the Multicurrency Revolving Facility Agreement governed by French law and originally entered into on July 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time prior to the Restructuring Effective Date), among the Company, the lenders party thereto, Natixis, as agent, and the other parties thereto.

"*Galileo Transactions*" means any financing transaction in relation to the Galileo building in Massy, France, including (i) the potential exercise of a purchase option entered into by the Company and any sale lease back of the building following the exercise of such purchase option or (ii) the potential refinancing and extension of the existing Capital Lease Obligation (with or without the purchase option) including the guarantee by CGG Services S.A.S. thereunder; *provided*, *however*, that any such transaction shall be undertaken on market terms.

"*Group*" means the Company and its Subsidiaries.

"*guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"*Guarantor*" means each of:

(a) the Initial Guarantors; and

(b) any other Subsidiary of the Company (including any Restricted Subsidiary that becomes a Guarantor at its option) that executes a supplemental indenture providing for a Subsidiary Guarantee in accordance with the provisions of Indenture,

and their respective successors and assigns, in each case, until the Subsidiary Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"*Hedging Agreement*" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under:

(a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements;

(b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates; and

(c) any foreign currency futures contract, option or similar agreement or arrangement designed to protect such Person against fluctuations in currency exchange rates or commodity prices,

in each case to the extent such obligations are incurred in the ordinary course of business of such Person and not for speculative purposes.

"*IFRS*" means the International Financial Reporting Standards, accounting principles adopted by the International Accounting Standards Board and its predecessor and, except as otherwise specified, as in effect from time to time as endorsed by the European Union. Notwithstanding the foregoing, the impact of IFRS 16 Leases and any successor standard thereto shall be disregarded with respect to all ratios, calculations and determinations based upon IFRS to be calculated or made, as the case may be, pursuant to the Indenture and (without limitation) any lease, concession or license of property that would be considered an operating lease under IFRS as of the Issue Date and any guarantee given by the Company or any Restricted Subsidiary in the ordinary course of business solely in connection with, and in respect of, the obligations of the Company or any Restricted Subsidiary under any such operating lease shall be accounted for in accordance with IFRS as in effect on the Issue Date.

"I*ndebtedness*" means, with respect to any Person, any indebtedness of such Person, without duplication, whether or not contingent, in respect of borrowed money including, without limitation, any guarantee thereof, or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or bankers' acceptances or representing Capital Lease Obligations or the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade account payable, or representing any Hedging Obligations, if and to the extent any of the foregoing indebtedness (other than letters of credit, guarantees and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with IFRS. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof, in the case of any Indebtedness that does not require current payments of interest, and (b) the principal amount thereof, in the case of any other Indebtedness (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder).

"*Institutional Accredited Investor*" means an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act.

"*International Security Agent*" means The Bank of New York Mellon, London Branch, as international security agent pursuant to the Indenture, or any successor or replacement collateral agent acting in such capacity.

"*Investment Grade Status*" shall occur when the Notes receive a rating of "BBB-" or higher from Standard & Poor's (or its equivalent under any successor rating categories of Standard & Poor's) and a rating of "Baa3" or higher from Moody's (or its equivalent under any successor rating categories of Moody's) or, if either such entity ceases to rate the Notes for reasons outside the normal control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization", as that

term is used in Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Company as a replacement agency.

"*Investments*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees by the referent Person of, and Liens on any assets of the referent Person securing, Indebtedness or other obligations of other Persons), advances or capital contributions (excluding commission, travel and similar advances to directors, officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with IFRS; *provided, however*, that the following shall not constitute Investments: (1) extensions of trade credit or other advances to customers or suppliers on commercially reasonable terms in accordance with normal trade practices or otherwise in the ordinary course of business; (2) Hedging Obligations; and (3) endorsements of negotiable instruments and documents in the ordinary course of business. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "*—Certain Covenants—Restricted Payments*".

"*Issue Date*" means February 21, 2018.

"*Joint Venture*" means any joint venture entity (a) that is a Person other than an individual or Subsidiary of the Company and (b) in which the Company or a Restricted Subsidiary of the Company holds or acquires an ownership interest (whether by way of Capital Stock or otherwise).

"*Junior Priority Intercreditor Agreement*" means, with respect to Indebtedness that is secured by a Lien that is junior in priority to the Second Liens, an intercreditor agreement subordinating such Liens to the Second Liens on substantially the same terms as the Intercreditor Agreement (or terms not materially less favorable to the Holders of the Notes as if they were "First Lien Obligations" thereunder), including substantially the same terms with respect to the limitation on enforcement and release of Guarantees.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes of any jurisdiction), other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment of (or agreement to assign) any right to income or profits from any assets by way of security.

"*Merger*" includes a fusion, an amalgamation, a compulsory share exchange, a conversion of a corporation into another business entity and any other transaction having effects substantially similar to a merger under the General Corporation Law of the State of Delaware.

"*Net Income*" means, with respect to any Person, the net income (or loss) of such Person, determined in accordance with IFRS and before any reduction in respect of preferred stock dividends, excluding, however:

(a) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (1) any Asset Sale (including, without limitation, dispositions pursuant to sale-and-leaseback transactions) or (2) the disposition of any securities by such Person or any of its

Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(b) any extraordinary or non-recurring gain (but not loss), together with any related provision for taxes on such extraordinary or non-recurring gain (but not loss).

"*Net Proceeds*" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (without duplication) the following:

(a) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions, recording fees, title transfer fees, title insurance premiums, appraiser fees, other out-of-pocket expenses and costs incurred in connection with preparing such asset for sale) and any relocation expenses incurred as a result thereof;

(b) taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements that will result in a reduction in consolidated tax liability);

(c) amounts required to be applied to the repayment of Indebtedness (other than under a revolving credit facility) secured by a Lien on the asset or assets that were the subject of such Asset Sale; and

(d) any reserve (including any reserve against any liabilities associated with such Asset Sale and retained by the Company or the relevant Restricted Subsidiary) established in accordance with IFRS or any amount placed in escrow, in either case for adjustment in respect of the sale price of such asset or assets, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Company or its Restricted Subsidiaries from such escrow arrangement, as the case may be.

"*Non-Recourse Debt*" means Indebtedness:

(a) as to which neither the Company nor any of its Restricted Subsidiaries (1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or is otherwise, directly or indirectly, liable (as a guarantor or otherwise) or (2) constitutes the lender;

(b) no default with respect to which (including any rights the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) the holders of Indebtedness of the Company or any of its Restricted Subsidiaries (other than the Notes) to declare a default on such Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(c) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any of its Restricted Subsidiaries.

"*Notes Documents*" means the Indenture, the Notes, the Subsidiary Guarantees, the Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement.

"*Offering*" means the offering of the Offered Notes by the Company pursuant to this offering circular.

"*Other Pari Passu Lien Obligations*" means other Indebtedness of the Company and the Restricted Subsidiaries that is equally and ratably secured with the Notes and is designated by the Company as an Other Pari Passu Lien Obligation.

"*Pari Passu Indebtedness*" means, with respect to any Net Proceeds from Asset Sales, Indebtedness of the Company and its Restricted Subsidiaries (other than Indebtedness subordinated in right of payments to the Notes or the Subsidiary Guarantees) the terms of which require the Company or such Restricted Subsidiary to apply such Net Proceeds to offer to purchase such Indebtedness.

"*Pari Passu Intercreditor Agreement*" means, with respect to Other Pari Passu Lien Obligations, an intercreditor agreement on substantially the same terms as the Intercreditor Agreement (or terms not materially less favorable to the holders of the Notes), including substantially the same terms with respect to the limitation on enforcement and release of Subsidiary Guarantees.

"*Permitted Business Restructuring*" means the reorganization for efficiency and business integration purposes and for the implementation of cash-pooling arrangements where the centralizing entity is an Obligor, so long as (a) such Permitted Business Restructuring does not (i) materially impair the Collateral or the security interests in the Collateral vis-à-vis the Holders or (ii) materially reduce (on a pro forma basis for the most recent period of four fiscal quarters of the Company) the consolidated revenue of the Company or any other Obligor and (b) after giving effect to the Permitted Business Restructuring, the Company otherwise complies with the provisions of the Indenture; *provided* that in no case shall a Permitted Business Restructuring involve the creation of or transactions with an Unrestricted Subsidiary.

"*Permitted Closing Steps*" means the transactions set forth in the implementation memorandum detailing the steps necessary to consummate the transactions approved under the Confirmation Order and the Safeguard Plan delivered prior to the Restructuring Effective Date.

"*Permitted Guarantees*" means any guarantee:

(a) guaranteeing or securing the Notes or any Guarantee;

(b) guaranteeing or securing the First Lien Notes the guarantee of any guarantor thereof;

(c) in favor of the Company or a Guarantor;

(d) guaranteeing Indebtedness incurred pursuant to clause (a) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock*";

(e) arising under the French Revolving Facility Agreement not to exceed the Termed Out Amount;

(f) guaranteeing Indebtedness of any Permitted Joint Venture; *provided* that the aggregate amount of such Indebtedness guaranteed by Permitted Guarantees under this clause (f) then outstanding does not exceed $100,000,000 less the total amount of Permitted Investments incurred pursuant to clause (h) of the definition thereof.

"*Permitted Investments*" means:

(a) any Investment in the Company (including, without limitation, any acquisition of the Notes) or in a Restricted Subsidiary of the Company, other than any Investment described in clause (a) of the definition of Restricted Payments;

(b) any Investment in cash or Cash Equivalents;

(c) any Investment by the Company or any Restricted Subsidiary of the Company in a Person if as a result of such Investment (1) such Person becomes a Restricted Subsidiary of the Company or (2) such Person is merged or consolidated with or into, or transfers or conveys all or substantially all of its properties or assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(d) any Investment made as a result of the receipt of non-cash consideration from (1) an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "*—Put Option of Holders—Asset Sales*" or (2) a disposition of assets that does not constitute an Asset Sale;

(e) Investments in stock, obligations or securities received in settlement of any claim or debts owing to the Company or any Restricted Subsidiary as a result of bankruptcy or insolvency proceedings or received in satisfaction of any judgment or in settlement of any claim in circumstances where the Company does not expect it would receive cash payment in a timely manner, or upon the foreclosure, perfection or enforcement of any Lien in favor of the Company or any Restricted Subsidiary, in each case as to any claim or debts owing to the Company or any Restricted Subsidiary that arose in the ordinary course of business of the Company or any such Restricted Subsidiary, *provided* that any stocks, obligations or securities received in settlement of any claim or debts that arose in the ordinary course of business (and received other than as a result of bankruptcy or insolvency proceedings or received in satisfaction of any judgment or in settlement of any claim in circumstances where the Company does not expect it would receive cash payment in a timely manner, or upon foreclosure, perfection or enforcement of any Lien) that are, within 180 days of receipt, converted into cash or Cash Equivalents shall be treated as having been cash or Cash Equivalents at the time received;

(f) Investments in Argas Ltd. and any other Affiliate organized in a foreign jurisdiction that is required by the applicable laws and regulations of such foreign jurisdiction or its governmental agencies, authorities or state-owned businesses to be majority owned by the government of such foreign jurisdiction or individual or corporate citizens of such foreign jurisdiction or another foreign jurisdiction in order for such Affiliate to transact business in such foreign jurisdiction, *provided* that such Investments, when taken together with all other Investments made pursuant to this clause (f) that are at the time outstanding, do not exceed 20% of Consolidated Tangible Net Worth;

(g) Investments in any Person in exchange for, or out of the net cash proceeds of, an issue or sale by the Company of Equity Interests (other than Disqualified Stock);

(h) other Investments in any Person (other than an individual) or any Permitted Joint Venture having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (h) that are at the time outstanding, do not exceed $100,000,000 less the total amount of Permitted Guarantees incurred pursuant to clause (f) of the definition there;

(i) any loans to Seabed Geosolutions B.V. in an aggregate principal amount not to exceed $50,000,000 outstanding at any time;

(j) Investments in connection with the Permitted Business Restructuring or the Permitted Closing Steps;

(k) any loan required to give effect to cash-pooling arrangements implemented pursuant to the Permitted Business Restructuring; and

(l) any non-cash consideration received from a Qualifying Business Disposal.

"*Permitted Joint Venture*" means:

(a) certain Joint Ventures existing on the Restructuring Effective Date and set forth on a schedule to the Indenture; or

(b) any Joint Venture where:

(i) no Default or Event of Default shall have occurred and be continuing on the date of, or would occur as a consequence of, the acquisition of or investment in, or transfer or loan to, or the guarantee or creation of a Lien in respect of obligations of, such Joint Venture;

(ii) the Joint Venture carries on or is engaged in a Similar Business; and

(iii) the Joint Venture does not have any material contingent off-balance sheet, environmental, litigation or other liability except to the extent for which adequate reserves are being maintained in accordance with IFRS and/or in respect of which the relevant vendor (if any) has provided an indemnity.

"*Permitted Liens*" means:

(a) Liens securing Indebtedness incurred pursuant to clause (a) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"; *provided* that such Liens are subject to an Applicable Intercreditor Agreement;

(b) First Liens securing the First Lien Notes;

(c) Second Liens securing Indebtedness incurred pursuant to clause (d) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*";

(d) Liens securing Indebtedness incurred pursuant to clause (m) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"; provided that such Liens extend only to (i) in the case of Indebtedness incurred under clause (m)(i) thereof, working capital assets of the Restricted Subsidiary that incurred such local working capital facility or (ii) in the case of Indebtedness incurred under clause (m)(ii) thereof, the streamers and/or marine equipment financed by such Indebtedness;

(e) Liens securing Indebtedness incurred pursuant to clause (o) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"; provided that such Liens extend only to the property or assets securing such Indebtedness immediately following the Restructuring Effective Date;

(f) Liens in favor of the Company and its Restricted Subsidiaries;

(g) Liens on any property or asset of a Person existing at the time such Person is merged into or consolidated with the Company or any Restricted Subsidiary of the Company (including Liens securing Indebtedness incurred pursuant to clause (n) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"), *provided* that such Liens were in existence prior to such merger or consolidation, were not created in contemplation of it and do not extend to any property or asset of the Company or any of its Restricted Subsidiaries other than those of the Person merged into or consolidated with the Company or any of its Restricted Subsidiaries;

(h) Liens on any property or asset existing at the time of acquisition thereof by the Company or any Restricted Subsidiary of the Company (including Liens securing Indebtedness incurred pursuant to clause (n) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*"), *provided* that such Liens were in existence prior to such acquisition, were not created in contemplation of it and do not extend to any other property or asset of the Company or any of its Restricted Subsidiaries;

(i) Liens securing the performance of statutory obligations, surety or appeal bonds, bid or performance bonds, insurance obligations or other obligations of a like nature incurred in the ordinary course of business or counter-indemnities in respect of such obligations;

(j) Liens securing Hedging Obligations;

(k) Liens securing Indebtedness (including Capital Lease Obligations) permitted by clause (g) of the second paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*", *provided* that such Liens extend only to the property, plant or equipment financed by such Indebtedness;

(l) any interest or title of a lessor under an operating lease;

(m) Liens arising by reason of deposits or other required cash collateral necessary to obtain standby letters of credit or bank guarantees, in each case in the ordinary course of business and trading, including in respect of obligations of a type described under clause (i) of this definition;

(n) Liens on real or personal property or assets of the Company or a Restricted Subsidiary thereof to secure Indebtedness incurred for the purpose of (1) financing all or any part of the purchase price of such property or assets incurred prior to, at the time of, or within 90 days after, the acquisition of such property or assets or (2) financing all or any part of the cost of construction or improvement of any such property or assets, *provided* that the amount of any such financing shall not exceed the amount expended in the acquisition of, or the construction of, such property or assets and such Liens shall not extend to any other property or assets of the Company or a Restricted Subsidiary (other than any associated accounts, contracts and insurance proceeds);

(o) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding which may have been duly initiated for the review of such judgment shall not have been finally terminated or the period within which such proceeding may be initiated shall not have expired;

(p) Liens securing Indebtedness of the Company or any Restricted Subsidiary of the Company that does not exceed at any time outstanding $12,500,000;

(q) Liens securing Acquired Indebtedness incurred pursuant to the first paragraph of the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*" or clause (n) of such description, *provided* that such Liens (1) secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company and were not granted in connection with, or in anticipation of, such incurrence, and (2) do not extend to any property or asset of the Company or any of its Restricted Subsidiaries other than the property or asset that secured the Acquired Indebtedness prior to the time that it became Acquired Indebtedness of the Company or a Restricted Subsidiary of the Company;

(r) Liens securing Permitted Refinancing Indebtedness with respect to any Indebtedness previously secured by Liens referred to in clauses (b), (c), (g), (h) and (q) above, this clause (r) and clause (aa) below;

(s) Liens for taxes, assessments or governmental charges or claims, in an aggregate amount outstanding not to exceed $100,000,000, that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded provided that any reserve or other appropriate provision as is required in conformity with IFRS has been made therefor;

(t) any netting or set-off arrangement entered into by (i) any member of the Group in the ordinary course of its cash management arrangements for the purpose of netting debit credit balances or (ii) Liens on

assets or property securing Treasury Transactions that are (x) spot or forward delivery foreign exchange contracts entered into in the ordinary course of business and not for speculative purposes or (y) any Treasury Transaction entered into for the hedging of actual or projected real expenditures arising in the ordinary course of business of a member of the Group and not for speculative purposes;

(u) easements, rights-of-way, restrictions, encroachments and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of any member of the Group or result in a material diminution in the value of any Collateral;

(v) Liens over rental deposits in respect of any property leased or licensed by a member of the Group in the ordinary course of business;

(w) any zoning or similar law or right reserved to or vested in any government authority to control or regulate the use of any real property;

(x) Liens securing obligations (other than obligations representing Indebtedness) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Group;

(y) Liens over bank accounts granted in the ordinary course of business pursuant to such bank's standard terms and conditions for deposit accounts;

(z) Liens securing a Capital Lease Obligation in connection with a Galileo Transaction; provided that such Liens extend only to such building; and

(aa) Liens existing on the date hereof,

provided that, notwithstanding anything to the contrary herein, any Liens on Collateral pursuant to clause (d), (p) or (q) hereof shall be junior in priority to the Second Liens and subject to Junior Priority Intercreditor Agreement; provided, further, that any Permitted Liens on Collateral that are senior to the Second Liens shall be equal in priority to the First Liens and subject to the Intercreditor Agreement.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Company or any of its Restricted Subsidiaries; *provided, however*, that:

(a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus premium, if any, and accrued interest on, the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of expenses incurred in connection therewith);

(b) such Permitted Refinancing Indebtedness has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(c) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable, taken as a whole, to the holders of the Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(d) no Permitted Refinancing Indebtedness shall have materially greater guarantees or security, taken as a whole, than the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded (it being agreed that such guarantees or security may be different);

(e) (x) if the obligors in respect of the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded are comprised solely of Obligors, then the obligors in respect of such Permitted Refinancing Indebtedness shall not include any Restricted Subsidiaries that are not Obligors, (y) if the obligors in respect of the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded are comprised solely of Subsidiaries that are not Obligors, then the obligors in respect of such Permitted Refinancing Indebtedness shall not include any Obligors and (z) if the obligors in respect of the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded include both Obligors and Subsidiaries that are not Obligors, then such Permitted Refinancing Indebtedness shall not have any members of the Group as obligors that are greater than the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(f) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is secured by any Lien on any property or assets of the Group (whether senior, *pari passu* or junior to the Liens of the Secured Parties), such Permitted Refinancing Indebtedness may be secured by a Lien on such collateral on terms not materially less favorable to the Secured Parties than those contained in the documentation governing such Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Pledge and Security Agreement (U.S.)*" means the Pledge and Security Agreement (U.S.) dated as of the Issue Date, among the Company, the other Subsidiaries party thereto and the U.S. Collateral Agent for the benefit of the Secured Parties.

"*Relevant Period*" means (a) each period of 12 months ending on the last day of the Company's fiscal year and (b) each period of 12 months ending on the last day of each financial quarter of the Company's fiscal year.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" of a Person means any Subsidiary of such Person that is not an Unrestricted Subsidiary.

"*Restructuring Effective Date*" means February 21, 2018.

"*Safeguard Plan*" means the safeguard procedure (*procédure de sauvegarde*) before the Commercial Court of Paris under articles L.620-1 ff. of the French *Code de commerce* approved on or prior to the Restructuring Effective Date with respect to implement the financial restructuring of the Company.

"*Second Liens*" means the Liens on the Collateral granted by the Company and the Guarantors to the applicable Collateral Agent (if applicable, also acting in the name of the holders and other Secured Parties) to secure the payment and performance of all or any Security Agreement Obligations, and all replacements, renewals and other modifications of such Liens.

"*Secured Parties*" means the Collateral Agent, the International Security Agent, the Trustee, the Agents and the holders.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended.

"*Security*" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"*Security Agreement Obligations*" shall have the meaning assigned thereto in the Security Agreement but shall in any event include the Obligations.

"*Security Documents*" means the Pledge and Security Agreement (U.S.), the Share Pledge Agreements, the Dutch Security Agreements and each of the security agreements, mortgages and other instruments and documents listed as a schedule to the Indenture or executed and delivered pursuant to any of the foregoing or pursuant to the covenant described under the caption"— *Further Assurances*", together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Notes Documents.

"*Security Interests*" means the Liens on the Collateral created by the Security Documents in favor of the Collateral Agent for the benefit of the Trustee, the Agents and the Holders.

"*Senior Notes*" means the 5.875% Senior Notes due 2020, 6½% Senior Notes due 2021 and 6.875% Senior Notes due 2022 of the Company.

"*Share Pledge Agreements*" means (a) each share pledge agreement, dated as of the Issue Date, between the applicable pledgor and the Collateral Agent or the International Security Agent (if applicable, each also acting in the name of the Holders and other Secured Parties) in respect of the applicable Shares, and (b) each other share pledge agreement executed and delivered in connection with the terms of the Indenture or any other Security Document.

"*Shares*" means all the issued shares owned by any Obligor in the capital of (a) each Domestic Subsidiary that is a Guarantor, (b) Sercel Holding, (c) CGG Services S.A.S., (d) Sercel S.A.S., (e) CGG Services (UK) Ltd., (f) CGG Data Services SA, (g) CGG Marine Resources Norge AS, (h) CGG Marine B.V., (i) CGG Holding I (UK) Limited, (j) CGG Holding II (UK) Limited and (k) each direct Domestic Subsidiary of the Company or any Guarantor (other than STX Corp., Geosensor Corp., GRC Singapore LLC, GRC Mexico LLC and GRC Dubai LLC); *provided* that, to the extent that the constitutional documents of or contractual arrangements relating to such subsidiary restrict or prohibit any transfer of its Equity Interests or the granting or enforcement of security interests in the Collateral (as such constitutional documents or contractual arrangements are in effect on the Issue Date or, if later, the date on which such Equity Interests are acquired by the applicable Obligor or Obligors, so long as such restriction or prohibition was not created in contemplation of such acquisition), only such Equity Interests (if any) that may be pledged without violating such constitutional documents or such contractual arrangements will constitute "Shares".

"*Significant Subsidiary*" means any Restricted Subsidiary of the Company that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"*Similar Business*" means: (x) a business substantially the same as that carried on by the Company and its Restricted Subsidiaries; (y) the business of providing services or software products to the oil and gas industry or manufacturing equipment for use by the oil and gas industry; or (z) any business that is reasonably complementary (notably in terms of use of the portfolio of technology and knowhow of the Company and its Restricted Subsidiaries) or related thereto as determined in good faith by the Board of Directors.

"*SN Interest Termed Out Amount*" means the amount of Accrued Senior Note Interest that remains outstanding immediately following the Restructuring Effective Date.

"*Specified Disposals*" means those certain transactions as of the Issue Date set forth on a schedule to the Indenture.

"*Specified Liquidation Entities*" means those certain entities as of the Issue Date set forth on a schedule to the Indenture.

"*Stated Maturity*" means, with respect to any mandatory sinking fund or other installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Strategic Assets*" means assets or rights (other than assets that would be classified as current assets in accordance with IFRS) of the kind used or usable by the Company or its Restricted Subsidiaries in a Similar Business.

"*Subsidiary*" means, with respect to any Person:

(a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof);

(b) any partnership (1) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (2) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof); and

(c) any other Person whose results for financial reporting purposes are consolidated with those of such Person in accordance with IFRS.

"*Subsidiary Guarantee*" means the guarantee by each Guarantor of the Company's obligations under the Indenture and the Notes (including any Additional Notes), executed pursuant to the provisions of the Indenture.

"*Termed Out Amount*" means claims of certain lenders that initially arose under the French Revolving Facility Agreement that remain outstanding immediately following the Restructuring Effective Date.

"*Total Debt*" means, at any time (without double counting), the aggregate principal amount of Indebtedness of the Group on a consolidated basis in respect of: (a) moneys borrowed in respect of bank debt (including, for the avoidance of doubt, any such debt under the French Revolving Facility Agreement); (b) all amounts outstanding under the Notes Documents and any First Lien Obligations that are secured by a First Lien (including those arising under the First Lien Notes Indenture, the First Lien Notes, the guarantees of the First Lien Notes, security documents in respect of the First Lien Notes), Other Pari Passu Lien Obligations and Indebtedness that is secured by a junior priority lien; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) any amount raised pursuant to any issue of Disqualified Stock and all obligations to purchase, retire, defease or otherwise acquire for value any share capital of any person or any warrants, rights or options to acquire such share capital; (e) the amount of any liability in respect of any advance or deferred purchase agreement if the primary reason for entering into such agreement is to raise finance; (f) receivables sold or discounted (other than on a non-recourse basis); (g) any agreement or option to re-acquire an asset if the primary reason for entering into such agreement or option is to raise finance; and (h) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing (excluding any Capital Lease Obligation), except for financing by trade creditors; *provided* that any indebtedness for or in respect of any Permitted Guarantee shall not be included in the calculation of "Total Debt" as described herein to the extent such indebtedness is not due and payable.

"*Total First Lien Debt*" means Indebtedness of the Group on a consolidated basis of the type referred to in the definition of "Total Debt" described herein that (a) is secured by a first-priority Lien on the Collateral and not contractually subordinated to obligations under the Notes or the Subsidiary Guarantees as of such date, (b) is or has been incurred pursuant to clause (a), (b) or (o) of the second paragraph of "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*", or (c) is or has been incurred by a Restricted Subsidiary that is not the Company or a Guarantor; *provided* that any Indebtedness for or in respect of any Permitted Guarantee shall not be included in the calculation of "Total First Lien Debt" as described herein to the extent such indebtedness is not due and payable.

"*Treasury Transaction*" means any derivative transaction entered into pursuant to a Hedging Agreement in connection with protection against or benefit from fluctuation in any rate or price.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution and any Subsidiary of an Unrestricted Subsidiary. The Board of Directors may designate a Subsidiary as an Unrestricted Subsidiary only to the extent that such Subsidiary at the time of such designation:

(a) has no Indebtedness other than Non-Recourse Debt;

(b) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless such agreement, contract, arrangement or understanding does not violate the terms of the Indenture described under the caption "*—Certain Covenants—Transactions with Affiliates*"; and

(c) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (1) to subscribe for additional Equity Interests or (2) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results.

Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the Trustee the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by the covenant described under the caption "*—Certain Covenants—Restricted Payments*". If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*", the Company shall be in default of such covenant). The Board of Directors may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary, *provided* that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if:

(1) such Indebtedness is permitted under the covenant described under the caption "*—Certain Covenants—Incurrence of Indebtedness and Issuance of Disqualified Stock*", calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and

(2) no Default or Event of Default would be in existence following such designation.

"*U.S. Collateral Agent*" means The Bank of New York Mellon, as U.S. collateral agent in connection with Collateral within the United States, or any successor or replacement collateral agent acting in such capacity.

"*U.S. Dollar Equivalent*" means, with respect to any monetary amount in a currency other than U.S. dollars, at or as of any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable foreign currency as quoted by Reuters (or, if Reuters ceases to provide such spot quotations, by any other reputable service as is providing such spot quotations, as selected by the Company) at approximately 11:00 a.m. (New York City time) on the date not more than two business days prior to such determination.

"*U.S. Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America for the payment of which guarantee or obligations the full faith and credit of the United States is pledged.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors, managers or trustees of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (1) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (2) the number of years (calculated to the nearest one twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Indebtedness.

"*Wholly Owned Restricted Subsidiary*" of any Person means a Restricted Subsidiary of such Person to the extent that all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares and Capital Stock held by other statutorily required minority shareholders) shall at the time be owned, directly or indirectly, by such Person.

BOOK-ENTRY, DELIVERY AND FORM

General

The Notes sold to QIBs in a private placement exempt from the registration requirements of the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "Rule 144A Global Notes"). The Notes sold to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "Regulation S Global Notes"). The Second Lien Interest Notes sold in reliance on Section 1145 will initially be represented by one or more global notes in registered form without interest coupons attached (the "Section 1145 Global Notes" and, together with the Rule 144A Global Note and the Regulation S Global Notes, the "Global Notes"), or otherwise by one or more of either the Rule 144A Global Notes or the Regulation S Global Notes, in accordance with the election made by relevant initial holders of such Second Lien Interest Notes. The Global Notes will be deposited, on the Issue Date, with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Rule 144A Global Notes (the "Rule 144A Book-Entry Interests"), ownership of interests in the Regulation S Global Notes (the "Regulation S Book-Entry Interests") and ownership of interests in the Section 1145 Global Notes (the "Section 1145 Book-Entry Interests" and, together with the Rule 144A Book-Entry Interests and Regulation S Book-Entry Interests, the "Book-Entry Interests") will be limited to persons that have accounts with Euroclear and/or Clearstream, or persons who hold interests through such participants. Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. Except under the limited circumstances described below, Book-Entry Interests will not be issued in definitive certificated form.

Book-Entry Interests will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by Euroclear and Clearstream and their participants. The Issuer will issue the Notes in global form in minimum denominations of: (a) in the case of US dollar-denominated Notes, US$200,000 and integral multiples of (i) US$1,000 in excess thereof at the time of the initial issuance and (ii) US$1 in excess thereof thereafter, maintained in book-entry form; and (b) in the case of euro-denominated Notes, €100,000 and integral multiples of (i) €1,000 in excess thereof at the time of the initial issuance and (ii) €1 in excess thereof thereafter, maintained in book-entry form. Notes in denominations of less than US$200,000 (in the case of US dollar-denominated Notes) or €100,000 (in the case of euro-denominated Notes) will not be available. The laws of some jurisdictions, including certain states of the United States, may require that certain purchasers of securities take physical delivery of such securities in definitive certificated form. The foregoing limitations may impair the ability to own, transfer or pledge Book-Entry Interests. In addition, while the Notes are in global form, holders of Book-Entry Interests will not be considered the owners or "holders" of Notes for any purpose.

So long as the Notes are held in global form, Euroclear and/or Clearstream (or their respective nominee) will be considered the sole holders of the Global Notes for all purposes under the Indenture. In addition, participants must rely on the procedures of Euroclear and Clearstream, and indirect participants must rely on the procedures of Euroclear, Clearstream and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders of Notes under the Indenture.

Neither we nor the Trustee will have any responsibility, or be liable, for any aspect of the records relating to the Book-Entry Interests. If the due date for payment of the principal in respect of any Note is not a business day at the place in which it is presented for payment, the holder thereof will not be entitled to payment of the

amount due until the next succeeding business day at such place and will not be entitled to any further interest or other payment in respect of any such delay.

Redemption of the Global Notes

In the event that any Global Note (or any portion thereof) is redeemed, Euroclear and/or Clearstream or their respective nominees will distribute the amount received by it in respect of the Global Note so redeemed to the holders of the Book-Entry Interests in such Global Note from the amount received by it in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book-Entry Interests will be equal to the amount received by Euroclear and Clearstream in connection with the redemption of such Global Note (or any portion thereof). We understand that, under the existing practices of Euroclear and Clearstream, if fewer than all of the Notes of a series are to be redeemed at any time, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate unless otherwise required by law or applicable stock exchange or depositary requirements and provided that no Book-Entry Interest of less than US$200,000 (in the case of US dollar-denominated Notes) or €100,000 (in the case of euro-denominated Notes) principal amount may be redeemed in part.

Payments on Global Notes

We will make payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, and interest) to the paying agent (the "Paying Agent"). The Paying Agent will, in turn, make such payments to the common depositary or its nominee for Euroclear and Clearstream, which will distribute such payments to participants in accordance with their customary procedures. We will make payments of all such amounts without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, except as may be required by law and as described under "*Description of the Notes — Additional Amounts*". If any such deduction or withholding is required to be made, then, to the extent described under "*Description of the Notes — Additional Amounts*", we will pay additional amounts as may be necessary in order for the net amounts received by any holder of the Global Notes or owner of Book-Entry Interests after such deduction or withholding will equal the net amounts that such holder or owner would have otherwise received in respect of such Global Note or Book-Entry Interest, as the case may be, absent such withholding or deduction. We expect that standing customer instructions and customary practices will govern payments by participants to owners of Book-Entry Interests held through such participants.

Under the terms of the Indenture, the Issuer, the Paying Agent, registrars and the Trustee will treat the registered holders of the Global Notes (i.e. Euroclear or Clearstream (or their respective nominee)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Trustee or any of their respective agents has or will have any responsibility or liability for any aspect of the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest or for maintaining, supervising or reviewing the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest, or Euroclear, Clearstream or any participant or indirect participant, or the records of the common depositary.

Payments by participants to owners of Book-Entry Interests held through participants are the responsibility of such participants.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of Notes (including the presentation of Notes for exchange as described below) only at the direction of one or more participants to whose account the Book-Entry Interests are credited and only in respect of such portion of the aggregate principal amount of Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes.

Currency of Payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Global Notes, will be paid to holders of interest in such Notes (the "Holders") through Euroclear and/or Clearstream in US dollars (in the case of US dollar-denominated Notes) or euros (in the case of euro-denominated Notes).

Payments will be subject in all cases to any fiscal or other laws and regulations (including any regulations of the applicable clearing system) applicable thereto. Neither we nor the trustee nor any of our or its respective agents will be liable to any holder of a Global Note or any other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection with any such payment. Holders may be subject to foreign exchange risks that may have economic and tax consequences to them.

Transfers

Transfers between participants in Euroclear and Clearstream will be effected in accordance with Euroclear and Clearstream rules and will be settled in immediately available funds. If a holder of Notes requires physical delivery of Definitive Registered Notes for any reason, including to sell Notes to persons in jurisdictions that require physical delivery of securities or to pledge such Notes, such holder of Notes must transfer its interests in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the procedures set forth in the Indenture.

The Rule 144A Global Notes will have a legend to the effect set forth in Section 2.08(f) of the Indenture. Book-Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements set forth in Section 2.08(a) of the Indenture.

Rule 144A Book-Entry Interests or Section 1145 Book-Entry Interests may be transferred to a person who takes delivery in the form of a Regulation S Book-Entry Interest denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

Regulation S Book-Entry Interests or Section 1145 Book-Entry Interests may be transferred to a person who takes delivery in the form of Rule 144A Book-Entry Interests denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a QIB within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any other jurisdiction.

Rule 144A Book-Entry Interests or Regulation S Book-Entry Interests may not be transferred to a person who takes delivery in the form of Section 1145 Book-Entry Interests at any time.

In connection with transfers involving an exchange of one type of Book-Entry Interest for another type of Book-Entry Interest, appropriate adjustments will be made to reflect a decrease in the principal amount of the

relevant Global Note representing the Book-Entry Interest to be transferred and a corresponding increase in the principal amount of the relevant Global Note representing the Book-Entry Interest to be received.

Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in any other Global Note of the same denomination will, upon transfer, cease to be a Book-Entry Interest in the first mentioned Global Note and become a Book-Entry Interest in such other Global Note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it remains such a Book-Entry Interest.

Definitive Registered Notes

Under the terms of the Indenture, owners of the Book-Entry Interests will receive the Definitive Registered Notes only:

(1) if Euroclear or Clearstream notifies us that it is unwilling or unable to continue to act as depository and a successor depository is not appointed by us within 90 days;

(2) if Euroclear or Clearstream so requests following an Event of Default under the Indenture; or

(3) at any time if we, in our sole discretion, so determine.

In such an event, the registrar will issue Definitive Registered Notes, registered in the name or names and issued in any approved denominations, requested by or on behalf of Euroclear and/or Clearstream, as applicable (in accordance with their respective customary procedures and based upon directions received from participants reflecting the beneficial ownership of Book-Entry Interests), and such Definitive Registered Notes will bear the restrictive legend set forth in Section 2.08(f) of the Indenture, unless that legend is not required by the Indenture or applicable law.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of: (a) in the case of US dollar-denominated Notes, US$200,000 and integral multiples of US$1 in excess thereof; and (b) in the case of euro-denominated Notes, €100,000 and integral multiples of €1 in excess thereof, in each case upon receipt by the applicable registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, as applicable, from the participant which owns the relevant Book-Entry Interests.

If any Definitive Registered Note at any time is mutilated, destroyed, stolen or lost, such Definitive Registered Note may be replaced at the cost of the applicant at the office of the Trustee or the office of the Registrar in Luxembourg. The applicant for a new Definitive Registered Note must, in the case of any mutilated Definitive Registered Note, surrender such Definitive Registered Note to the Trustee or the Registrar in Luxembourg, as applicable, and, in the case of any lost, destroyed or stolen Definitive Registered Note, furnish evidence satisfactory to the Trustee or the Registrar in Luxembourg, as applicable, of such loss, destruction or theft, together with such indemnity as the Trustee or the Registrar in Luxembourg, as applicable, and we may require.

A holder of the Definitive Registered Notes may transfer or exchange Definitive Registered Notes in accordance with the Indenture. The Registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and we may require a holder to pay any transfer tax or similar governmental charge required by law. CGG and the Registrar are not required to transfer or exchange any Definitive Registered Note selected for redemption. Also, CGG and the Registrar are not

required to transfer or exchange any Definitive Registered Note for a period of 15 days before a selection of Notes to be redeemed.

Payment of principal, any repurchase price, premium and interest on Definitive Registered Notes will be payable at the office of the Issuer's Paying Agent in London.

To the extent permitted by law, the Issuer, the Trustee, the Paying Agent, the transfer agents and the registrars shall be entitled to treat the registered holder of any Global Note as the absolute owner thereof and no person will be liable for treating the registered holder as such. Ownership of the Global Notes will be evidenced through registration from time to time at the registered office of the registrar, and such registration is a means of evidencing title to the Notes.

The Issuer will not impose any fees or other charges in respect of the Notes; however, owners of the Book-Entry Interests may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream.

Information Concerning Euroclear and Clearstream

All Book-Entry Interests will be subject to the operations and procedures of Euroclear and Clearstream, as applicable. We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. We are not responsible for those operations or procedures.

The Issuer understands as follows with respect to Euroclear and Clearstream.

Euroclear and Clearstream hold securities for participating organizations. They also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear and Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

Because Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the Euroclear or Clearstream systems, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for that interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the Euroclear or Clearstream systems will receive distributions attributable to the 144A Global Notes only through Euroclear or Clearstream participants.

Global Clearance and Settlement Under the Book-Entry System

The Notes represented by the Global Notes are expected to be admitted to the Official List of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's Euro MTF market.

Transfers of interests in the Global Notes between participants in Euroclear and Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Although Euroclear and Clearstream currently follow the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants in Euroclear or Clearstream, as the case may be, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or modified at any time. None of us, the Trustee or the Paying Agents will have any responsibility for the performance by Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations, which rules and operating procedures may change from time to time.

Initial Settlement

Initial settlement for the Notes will be made in euros or US dollars, as applicable. Book-Entry Interests owned through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional bonds in registered form. Book-Entry Interests will be credited to the securities custody accounts of Euroclear and Clearstream holders on the business day following the settlement date against payment for value on the settlement date.

Secondary Market Trading

The Book-Entry Interests will trade through participants of Euroclear or Clearstream and will settle in same-day funds. Since the purchase determines the place of delivery, it is important to establish at the time of trading of any Book-Entry Interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date.

TAXATION

Introduction

The statements herein regarding taxation are based on the laws in force and their interpretation by the tax authorities as of the date of these listing particulars and are subject to any changes in law or changes occurring in the interpretation of law by the tax authorities occurring after such date, which changes could be made with a retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of Notes and does not purport to deal with the tax consequences applicable to all categories of investor, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of Notes are advised to consult their own tax advisors concerning tax consequences of their ownership of Notes, in particular as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries.

United States Federal Income Tax Considerations

The United States tax consequences to prospective investors that are United States persons for United States tax purposes ("U.S. investors") of acquiring, owning and disposing of the Notes are also complex and, in a number of important respects, uncertain. Moreover, the United States tax consequences may vary depending on the characteristics of the U.S. investor, including whether the U.S. investor is a Backstop Party or other type of investor. Among other complexities, the Notes will be issued with OID for United States federal income tax purposes which will result in the U.S. investors of the Notes being required to include a portion of the OID in gross income each year calculated on a constant-yield method before the receipt of cash attributable to the income. In addition, for example, the appropriate treatment of the Backstop Fee and the Commitment Fee is not entirely clear. U.S. investors should consult their tax advisors regarding the United States tax consequences to them of acquiring, owning and disposing of the Notes, as well as the uncertainties with respect thereto, and should carefully consider those consequences and uncertainties before making a decision to invest.

France

The following is a summary limited to certain withholding tax considerations in France relating to the Notes and is included herein solely for information purposes. It specifically contains information on taxes withheld at source on the income from the Notes that may apply to investors who do not hold their Notes in connection with a business or profession conducted in France, or a permanent establishment or fixed base situated in France, and who do not concurrently hold shares of CGG or any guarantor nor are related to them within the meaning of Article 39 12. of *Code général des impôts*. It assumes that interest and other assimilated revenues paid by CGG or any guarantor with respect to the Notes will qualify as interest payments pursuant to French tax law. Furthermore, it does not deal with any tax other than the withholding tax as described below and is based on French tax law and practices in force and their interpretation by the French tax authorities as of the date hereof, all of which are subject to change, possibly with retroactive effect, or to different interpretations. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes, including the relevance to his particular situation as discussed below, and must in any event also comply with the tax legislation in force in his State of residence, as modified, as the case may be, by the international tax agreement signed by France and that State.

Withholding tax

The following may be relevant to holders of Notes who do not concurrently hold shares of the Issuer or of any Guarantor:

Payments of interest and other assimilated revenues made by or on behalf of the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "Non-Cooperative State"), in which case a 75% withholding tax is applicable subject to exceptions, certain of which being set forth below, and to more favorable provisions of any applicable double tax treaty. The 75% withholding tax is applicable irrespective of the tax residence of the Noteholder. The list of Non-Cooperative States is published by a ministerial executive order, which is updated at least once a year.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other assimilated revenues are not deductible from the Issuer's taxable income (where otherwise deductible) if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid to an account opened in a financial institution established in a Non-Cooperative State. Under certain conditions, any such non-deductible interest or other assimilated revenues may be re-characterized as constructive dividends pursuant to Articles 109 et seq. of the French *Code général des impôts*, in which case such non-deductible interest or other securities income may be subject to the withholding tax provided under Article 119-bis 2 of the same *Code*, at a rate of 30% or 75% for legal entities, or 12.8% or 75% for individuals, subject to more favorable provisions of any applicable double tax treaty.

Notwithstanding the foregoing, neither the 75% withholding tax provided by Article 125 A III of the French *Code général des impôts* nor, to the extent the relevant interest or other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the non-deductibility of the interest and other assimilated revenues set out under Article 238 A of the French *Code général des impôts* (and therefore the withholding tax set out under Article 119 bis 2 of the same Code that may be levied as a result of such non-deductibility), will apply in respect of a particular issue of Notes provided that the Issuer can prove that the main purpose and effect of such issue of Notes is not that of allowing the payments of interest or other securities income to be made in a Non-Cooperative State (the "Exception").

In addition, under the *Bulletin officiel des Finances Publiques-Impôts* (BOI-INT-DG-20-50-20140211, no. 550 and 990, BOI-RPPM-RCM-30-10-20-40-20140211, no. 70 and 80, and BOI-IR-DOMIC-10-20-20-60-20150320, no. 10), an issue of Notes benefits from the Exception without the Issuer having to provide any evidence supporting the main purpose and effect of such issue of Notes, if such Notes are:

(i) offered by means of a public offer within the meaning of Article L. 411-1 of the *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign market authority; or

(ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(iii) admitted, at the time of their issue, to the operations of a central depositary or of a securities payment and delivery systems operator within the meaning of Article L.561-2 of the French *Code monétaire et*

financier, or of one or more similar foreign depositaries or operators, provided that such depositaries or operators are not located in a Non-Cooperative State.

As the Notes issued by the Issuer under these listing particulars qualify as debt securities under French commercial law, they will fall under the Exception to the extent at the time of their issue, (i) the Notes are admitted to the operations of Euroclear Bank SA/NV and Clearstream Banking S.A. as central depositories and (ii) Euroclear Bank SA/NV and Clearstream Banking S.A. are not located in a Non-Cooperative State. Consequently, payments of interest or other assimilated revenues made by or on behalf of the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts*. In addition and to the extent the relevant interest or other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, they will be subject neither to the non-deductibility set out under Article 238 A of the French *Code général des impôts* nor to the withholding tax set out under Article 119 *bis* 2 of the same *Code* solely on account of their being paid or accrued to a person domiciled or established in a Non-Cooperative State or paid to an account opened in a financial institution established in a Non-Cooperative State.

Payments to individuals fiscally domiciled in France

Pursuant to Article 125 A of the French *Code général des impôts*, where the paying agent (*établissement payeur*) is established in France and subject to certain limited exceptions, interest and other assimilated revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 17.2% on such interest and other assimilated revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Taxation on Sale, Disposal or Redemption of Notes

A holder of Notes who is not a resident of France for French tax purposes will in principle not be subject to any income or withholding taxes in France in respect of the gains realized on the sale, disposal or redemption of Notes, subject to the provisions of any applicable double tax treaty.

No transfer taxes or similar duties are in principle payable in France in connection with the redemption of the Notes, as well as in connection with the transfer of the Notes, except in case of filing on a voluntary basis.

SELLING RESTRICTIONS

Notice to U.S. investors

The Notes and the Subsidiary Guarantees have not been and will not be registered under the Securities Act or under any securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The New Money Second Lien Notes and the Subsidiary Guarantees in respect of the New Money Second Lien Notes are being offered and sold outside of the United States to non-U.S. persons that have entered into the Private Placement Agreement (including by execution of the Joinder Agreement) in reliance on Regulation S. In the United States, the New Money Second Lien Notes and the Subsidiary Guarantees in respect of the New Money Second Lien Notes are being offered and sold only to QIBs that have entered into the Private Placement Agreement (including by execution of the Joinder Agreement) in a private placement exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) thereof. The Second Lien Interest Notes and the Subsidiary Guarantees in respect of the Second Lien Interest Notes are being offered and sold pursuant to an exemption from registration under Section 1145.

In addition, until 40 days after the commencement of the offering of the Notes and the Subsidiary Guarantees, an offer or sale of Notes and the Subsidiary Guarantees within the United States by a dealer may violate the registration requirements of the Securities Act.

Notice to EEA Investors

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date"), an offer to the public of any of the Notes which are the subject of the offering contemplated by these listing particulars may not be made in that Relevant Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of other managers for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

Notice to certain European Investors

France

These listing particulars and any other material in relation to the securities described herein have not been and will not be submitted to the clearance procedures of the French *Autorité des marchés financiers* (the "AMF"), and accordingly may not be released, issued or distributed, or caused to be released, issued or distributed, directly or indirectly, to the public in France or used in connection with any offer for subscription or sale of the securities to the public in France within the meaning of Article L.411-1 of the French Monetary and Financial Code (*Code monétaire et financier*) and such offer, sale or distribution is made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*), acting for their own account, all as defined in and in accordance with Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

For the avoidance of doubt, the securities are being offered and sold in France to qualified investors that meet all of the criteria set forth in Schedule 4 of the Private Placement Agreement.

United Kingdom

These listing particulars and any other material in relation to the securities described herein are only being distributed to and are only directed at (i) persons who are outside the United Kingdom, or (ii) persons who have professional experience in matters related to investments and who are investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"), or (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order, or (iv) any other persons to whom these listing particulars may otherwise lawfully be directed (all such persons together being referred to as "relevant persons"). The securities described herein are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

The Netherlands

The Notes are not and will not be offered in the Netherlands other than to persons or entities, who or which are qualified investors as defined in the Prospectus Directive.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF THE SECURITY INTERESTS AND GUARANTEES AND CERTAIN INSOLVENCY LAW CONSIDERATIONS

France

Insolvency

We conduct a part of our business activity in France and, to the extent that the COMI or, if not applicable, the main center of our interests within the meaning of article R.600-1 of the French Commercial Code is deemed to be in France, we would be subject to French insolvency proceedings affecting creditors, including court assisted pre-insolvency proceedings (*mandat ad hoc* proceedings or conciliation proceedings (*procédure de conciliation*)) and court-administered insolvency proceedings being either safeguard (*sauvegarde*), accelerated safeguard proceedings (*procédure de sauvegarde accélérée*), accelerated financial safeguard (*sauvegarde financière accélérée*), judicial reorganization or judicial liquidation proceedings (*redressement* or *liquidation judiciaire*). In general, French insolvency legislation favors the continuation of a business and protection of employment over the payment of creditors and could limit your ability to enforce your rights under the Notes.

Please note that a reform of the French Civil Code was introduced by Ordinance n° 2016-131 dated February 10, 2016 and has been effective since October 1, 2016. Absent any practical application yet, the potential impacts of certain provisions of such reform (such as the doctrine of hardship (*imprévision*)) on the rights of the parties to contracts entered into as from such date are being discussed among certain academics notably within the context of insolvency proceedings. Reference to articles of the French Civil Code below are those currently applicable.

The following is a general discussion of insolvency proceedings governed by French law for informational purposes only and does not address all the French legal considerations that may be relevant to holders of the Notes.

On June 26, 2017, Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (the "Recast EU Insolvency Regulation") replaced the current EU Insolvency Regulation. The former EU Insolvency Regulation will, however, continue to apply to insolvency proceedings opened prior to June 26, 2017.

Pursuant to Article 3 of the Recast EU Insolvency Regulation, if a debtor is located in the EU (other than Denmark), French courts shall have jurisdiction over the main insolvency proceedings if the center of the debtor's main interests is deemed to be in France. Under Article 4 of the Recast EU Insolvency Regulation, a court that is requested to open insolvency proceedings shall examine, at its own motion, whether it has jurisdiction pursuant to Article 3.

The term "center of main interests" is not a static concept and may change from time to time. Article 3(1) of the Recast EU Insolvency Regulation provides that a company has its "center of main interests" in the Member State in which it "conducts the administration of its interests on a regular basis and which is ascertainable by third parties". In that respect, factors such as where board meetings are held or the location where the company conducts the majority of its business may all be relevant in the determination of the place where the company has its "center of main interests". The time when a company's "center of main interests" is determined is at the time that the opening of the relevant insolvency proceedings is requested. With respect to a company or a legal person, Article 3(1) of the Recast EU Insolvency Regulation also provides for a rebuttable presumption pursuant to which the center of its main interests shall be presumed to be located in the Member State where such company or legal person has its registered office. However, such rebuttable

presumption shall only apply if the registered office has not been moved to another Member State within the three-month period prior to the request for the opening of insolvency proceedings. Otherwise, the presumption shall apply to the registered office of the company prior to its relocation. Pursuant to Preamble 30 of the Recast EU Insolvency Regulation, it should also be possible to rebut this presumption where the company's central administration is located in a Member State other than that of its registered office, and where a comprehensive assessment of all the relevant factors (including those mentioned above) establishes, in a manner that is ascertainable by third parties, that the company's actual center of management and supervision and of the management of its interests is located in that other Member State.

If the center of main interests of a company is and will remain located in the Member State in which it has its registered office, the main insolvency proceedings in respect of the company under the Recast EU Insolvency Regulation would be opened in such jurisdiction, and, accordingly, a court in such jurisdiction would be entitled to open the types of insolvency proceedings referred to in Annex A to the Recast EU Insolvency Regulation. Such main insolvency proceedings are to be recognized automatically in all the other Member States (other than Denmark) and produce their effects in all other Member States (other than Denmark), where territorial insolvency proceedings or secondary insolvency proceedings are not opened.

If the center of main interests of a debtor is in one Member State (other than Denmark), then under Article 3(2) of the Recast EU Insolvency Regulation, the courts of another Member State (other than Denmark) only have jurisdiction to open either "territorial insolvency proceedings" (if main insolvency proceedings have not been opened yet) or "secondary insolvency proceedings" in the event that such debtor has an "establishment" (in the meaning of Article 2(10) of the Recast EU Insolvency Regulation) in the territory of such other Member State. The effects of such secondary or territorial proceedings are restricted to the assets of the debtor situated in the territory of such other Member State. If the company does not have an establishment in any other Member State, no court of any other Member State has jurisdiction to open territorial proceedings or secondary proceedings in respect of such company under the Recast EU Insolvency Regulation.

Article 36 of the Recast EU Insolvency Regulation provides for the right of the insolvency practitioner to give an undertaking in order to avoid secondary insolvency proceedings. The insolvency practitioner in the main insolvency proceedings may give a unilateral undertaking to local creditors in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened, that when distributing those assets or the proceeds received as a result of their realization, it will comply with the distribution and priority rights under national law that creditors would have if secondary insolvency proceedings were opened in that Member State. This undertaking shall be approved by the known local creditors. If approved, the undertaking is binding on the estate and a court shall, at the request of the insolvency practitioner, refuse to open secondary insolvency proceedings if it considers that the undertaking sufficiently protects the general interests of the local creditors.

The Recast EU Insolvency Regulation also provides for rules to coordinate main, secondary and territorial insolvency proceedings (Articles 41 et seq.), as well as to coordinate cross-border group insolvencies (Article 56 et seq.). In the event that insolvency proceedings concerning two or more members of a group are opened, insolvency practitioners and courts shall cooperate with any other insolvency practitioner and any other court involved in insolvency proceedings of another member of the group (Articles 56 and 57). Moreover, an insolvency practitioner appointed in insolvency proceedings opened in relation to a member of the group may request group coordination proceedings before any court having jurisdiction over the insolvency proceedings of a member of the group. Such request shall be accompanied notably by a proposal as to the person to be nominated as the group coordinator (Article 61).

Grace periods

In addition to pre-insolvency and insolvency laws discussed below, you could, like any other creditors, be subject to Article 1343-5 of the French Civil Code (*Code civil*).

Pursuant to the provisions of this article, French courts may, in any civil proceeding involving a debtor, whether initiated by the debtor or a creditor, taking into account the debtor's financial position and the creditor's financial needs, defer or otherwise reschedule over a maximum period of two years the payment dates of payment obligations and decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate that is lower than the contractual rate (but not lower than the prevailing legal rate as published twice a year by administrative decree of the Ministry of Economy) or that payments made shall first be allocated to repayment of principal. A court order made under article 1343-5 of the French Civil Code (*Code civil*) will suspend any pending enforcement measures, and any contractual interest or penalty for late payment will not accrue or be due during the same grace period ordered by the relevant judge. A creditor cannot contract out of such grace periods.

When the debtor benefits from the opening of conciliation proceedings, these provisions shall be read in combination with Article L. 611-7 of the French Commercial Code.

Insolvency (*cessation des paiements*) test under French law

Under French law, a company is deemed to be insolvent (*en état de cessation des paiements*) when it is not able to pay its debts which are due with its available assets taking into account credit lines available to it, and debt rescheduling which its creditors have granted to it.

The date of insolvency (*cessation des paiements*) is generally deemed to be the date of the court order commencing judicial reorganization or judicial liquidation proceedings, unless the court sets an earlier date, which may be up to 18 months before the date of the court order. Except for fraud, the date of insolvency may not be fixed at an earlier date than the date of the final court decision that approved an agreement (*homologation*) in the context of conciliation proceedings. The date of insolvency marks the beginning of the hardening period (see below).

Warning procedure (*procédure d'alerte*)

In order to anticipate a debtor's difficulties to the extent possible, French law provides for warning procedures. Indeed, as regards companies incorporated as *société anonyme*, when there are elements which they believe put the company's existence as a going concern in jeopardy, the statutory auditors of a company must request the management to provide an explanation. Failing satisfactory explanations or appropriate corrective measures, the auditors must request that a board of directors (or the equivalent body) be convened and may request to be heard by the President of the relevant Commercial Court. Employees' representatives may be informed of such warning proceeding depending on the answers provided to the auditors.

At a later stage, and failing satisfactory explanations or appropriate corrective measures, a shareholders' meeting shall be convened and the auditors present a special report on this occasion.

Further to the shareholders' meeting, if the auditor considers that the decisions made do not ensure the company's existence as a going concern, he/she must inform the President of the relevant Commercial Court of the warning procedure and may request to be heard by the President of the relevant Commercial Court. As regards companies not incorporated as *société anonyme*, similar warning procedures exist even if the practical details slightly differ.

Shareholders representing at least 5% of the share capital and the workers' committee (or, in their absence, the employees' representatives) have similar rights.

The President of the Commercial Court can also summon the management to provide explanations on elements which he/she believes put the company's existence as a going concern in jeopardy (or when the company has not filed its financial statements within the statutory timeframe, despite his/her injunction).

Court-assisted pre-insolvency proceedings

A company facing or anticipating legal, economic or financial difficulties may request in its sole discretion the opening of court assisted pre-insolvency proceedings (*mandat ad hoc* or conciliation), provided that the company:

(i) is not in a state *of cessation des paiements* in case of *mandat ad hoc* or conciliation proceedings; or

(ii) is in a state of *cessation des paiements* for less than 45 days in case of conciliation proceedings only.

The aim of such proceedings is to reach an agreement with the debtor's main creditors and stakeholders, in particular by reducing or rescheduling the company's indebtedness. *Mandat ad hoc* and conciliation are proceedings carried out under a court-appointed officer (*mandataire ad hoc* or *conciliateur*) itself under the supervision of the president of the relevant court (usually, the Commercial Court). The debtor may propose, in the filing for the commencement of the proceedings, the appointment of a particular person as court-appointed officer. Such proceedings are non-binding since the court-appointed officer has no power to force the parties to accept an agreement and the dissenting creditors will not be bound by the arrangement, if any. These proceedings are amicable and confidential (subject to the details below as regards approved conciliation proceedings) and do not involve any automatic stay even if in practice, creditors generally abstain from taking legal action against the company to recover their claim for the time of the discussions.

Mandat ad hoc and conciliation proceedings may also be used at the request of the debtor and after the opinion of the participating creditors has been sought to prepare the sale of all or part of the business of the debtor with a view to implement such sale (*plan de cession*) in a subsequent insolvency proceeding. To ensure transparency, the Public Prosecutor must be consulted on any offer received by the *mandataire ad hoc* or the conciliator.

Contractual provisions modifying the terms of an outstanding contract, by diminishing the rights or increasing the obligations of the debtor solely by reason of the appointment of a *mandataire ad hoc* or the opening of conciliation proceedings, or of any request made to this end are deemed null and void.

Equally, contractual provisions that would, as the sole result of the opening of *mandat ad hoc* proceedings or the opening of conciliation proceedings, make the debtor bear the fees of the creditor's counsel relating to such proceedings are null and void for the portion that would exceed three quarters of the total fee of the relevant counsel.

Mandat ad hoc proceedings

French law does not provide for any specific rule in respect of *mandat ad hoc* proceedings, except that these proceedings (i) are confidential by law (save for their disclosure to statutory auditors if any) and (ii) may only be initiated by a debtor company itself, in its sole direction. In practice, *mandat ad hoc* proceedings are used by debtors that are facing difficulties of an economic, legal or financial nature but are not insolvent (*en état de cessation des paiements*) within the meaning of French law. The duties of the *mandataire ad hoc* (court appointed officer) whose name can be suggested by the debtor are determined by the Court. This *mandataire ad hoc* is usually appointed in order to facilitate the negotiations with the debtor's main creditors or stakeholders but he cannot coerce the creditors to accept any proposal and the dissenting creditors will not be bound by the arrangement, if any. Creditors are not barred from taking legal action against the company to recover their claims, but, in practice, they generally abstain from doing so. *Mandat ad hoc* proceedings are confidential and are not limited in time. The agreement reached by the parties (if any) with the help of the

court appointed officer (*mandataire ad hoc*) is reported by the latter to the President of the Court but is not approved by the court. The restructuring agreement between the company and its main creditors will be negotiated on a purely consensual and voluntary basis – those creditors not willing to take part cannot be bound by the arrangement. In any event, the debtor retains the right to petition the relevant judge for a grace period as set forth in article 1343-5 of the French Civil Code (*Code civil*).

Conciliation proceedings

Conciliation proceedings are available to a debtor that faces current or foreseeable difficulties of a legal, economic or financial nature but which is not insolvent or has not been insolvent for more than 45 days. The debtor petitions the President of the relevant Court for the appointment of a conciliator (whose name the debtor can suggest) in charge of assisting the debtor in negotiating an agreement with all or part of its creditors and/or trade partners. Conciliation proceedings are confidential (subject to the below) and may last up to five months. During the proceedings, creditors may continue to individually claim payment of their claims but in practice creditors generally accept not to do so for a certain time, to try and negotiate a consensual agreement. In addition, the debtor retains the right to petition the judge having opened the conciliation proceedings to grant a grace period to the debtor, in accordance with article 1343-5 of the French Civil Code (*Code civil*) for a maximum of two years, provided that the debtor has received a formal notice requesting payment or faces enforcement measures, in which case the decision would be taken after having heard the conciliator. The judge having opened conciliation proceedings may grant a grace period even when the formal notice asking the debtor to pay was sent before conciliation proceedings commenced (and not only during conciliation proceedings). This judge also has jurisdiction to grant such a grace period during the implementation of the conciliation agreement (i.e. after the end of the conciliation proceedings), in relation to claims of non-consenting creditors (other than public creditors) (provided that this agreement has been either recognized or sanctioned by a court decision, as described below).

Upon its execution, the agreement reached by the parties becomes binding upon them, creditors party thereto may not take action against the company in respect of claims governed by the agreement and accrued interest of the claims governed by the restructuring agreement cannot bear themselves interest (notwithstanding Article 1343-2 of the French Civil Code). The agreement may be either:

- upon all parties' request, acknowledged (*constaté*) by the President of the court, which makes it immediately enforceable without further recourse (*titre exécutoire*). The acknowledgement of the conciliation agreement keeps the conciliation proceedings confidential; or
- upon the debtor's request, approved (*homologué*) by the Commercial Court, subject to the satisfaction of certain conditions (i.e. (i) the debtor is not insolvent or the conciliation agreement puts an end to the debtor's insolvency; (ii) the terms of the conciliation agreement are such as to ensure that the company will survive as a going concern; and (iii) the agreement does not infringe upon the rights of the non-signatory creditors), which shall have the following specific consequences:
    - creditors who, as part of the approved agreement or during the course of the conciliation proceedings, provide new money, goods or services designed to ensure the continuation of the business of the distressed company (other than shareholders providing new equity) will enjoy a priority of payment over all pre-proceeding and post-proceeding petitioned claims (other than certain post-proceeding employment claims and procedural costs), in the event of subsequent insolvency proceedings ("New Money Lien"). In the event of subsequent safeguard, accelerated safeguard, accelerated financial safeguard, or judicial reorganization proceedings, the payment date of claims benefiting from the New Money Lien may not be rescheduled or written off by the court without their holders' consent;

- in the event of subsequent judicial reorganization proceedings or judicial liquidation proceedings, the date of *the cessation des paiements* and therefore the starting date of the suspect period (as defined below) cannot be fixed by the court at a date earlier than the date on which the approval of the sanction of the conciliation agreement by the Court has become final, except in case of fraud (see the definition of the date of the *cessation des paiements* above); and

- the conciliation proceedings will be made public only in respect of the existence of the conciliation proceedings but not in respect of the content of the agreement in theory (except for the guarantees and security interests and liens as well as the amount of "New Money Lien" detailed above, as provided for in the agreement).

Joint debtors, personal guarantors, or any third party that granted a security interest can benefit from the grace periods granted in accordance with article L. 611-7 of the French Commercial Code to the debtor during conciliation proceedings as well as from the provisions of the approved or acknowledged agreement. Provided the agreement (whether acknowledged or approved) is duly executed, any individual proceedings by creditors with respect to the claims included in the agreement are suspended.

In case of breach of the agreement, any party to the agreement can petition the Court for its termination. The commencement of subsequent insolvency proceedings will automatically put an end to the conciliation agreement, in which case the creditors will recover their claims and security interests, with the exception of those amounts already paid to them. In any event, the debtor retains the right to petition for debt rescheduling pursuant to article 1343-5 of the French Civil Code (*Code civil*).

Conciliation proceedings, in the context of which a draft plan has been negotiated and is supported by a large majority of creditors without reaching unanimity, will be a mandatory preliminary step of the accelerated safeguard or accelerated financial safeguard proceedings as described below.

Court-administered proceedings – safeguard, accelerated safeguard, accelerated financial safeguard, reorganization and liquidation proceedings

Court administered proceedings may be initiated:

- in the event of safeguard (*procédure de sauvegarde*), accelerated safeguard (*procédure de sauvegarde* accélérée) or accelerated financial safeguard (*procédure de sauvegarde financière accélérée*) proceedings, upon petition by the debtor only if, while not being in a state of *cessation des paiements* (or for accelerated safeguard and accelerated financial safeguard proceedings, if in *cessation des paiements*, not being in such a state for more than 45 days when it initially requested the opening of conciliation proceedings), it is facing difficulties which it cannot overcome. The conditions of opening of accelerated safeguard (*procédure de sauvegarde accélérée*) or accelerated financial safeguard (*procédure de sauvegarde financière accélérée*) proceedings are described below; and

- in the event of judicial reorganization or liquidation proceedings, upon petition by the debtor, any creditor or the public prosecutor if such company is in *cessation des paiements*. Judicial reorganization proceedings are available to companies whose recovery prospects are possible while judicial liquidation proceedings are available to companies whose recovery is manifestly impossible.

While the debtor may, in its sole discretion, file for safeguard proceedings at any time it is facing difficulties that it cannot overcome when satisfying the conditions, it is required to petition for the opening of judicial reorganization proceedings (if recovery is possible) or judicial liquidation proceedings (if recovery is manifestly not possible) within 45 days of its becoming insolvent (unless it filed for conciliation proceedings in the meantime). If it fails to do so, its directors and officers, whether *de jure* or *de facto*, are exposed to incurring civil liability.

The observation period and its outcome

The period from the date of the court decision commencing the proceedings (whether safeguard or judicial reorganization proceedings) to the date on which the court takes a decision on the outcome of the proceedings is called the observation period and may last up to 18 months. There is no observation period in the case of judicial liquidation proceedings being opened against the debtor. During the observation period, a court appointed administrator, whose name can be suggested by the debtor in safeguard proceedings, investigates the business of the company. Creditors do not have effective control of the procedure, which remains in the hands of the company and the administrator and is overseen by the Court. In safeguard proceedings, the administrator's mission is limited to either supervising or assisting the debtor's management and in any case helping it preparing a safeguard plan for the company. In judicial reorganization proceedings, the administrator's mission is usually to assist the management (although he can be appointed to replace management, in full or in part) and to make proposals for the reorganization of the company, which proposals may include a business continuation plan (equivalent to a safeguard plan) and/or the sale of all or part of the company's business to a third party.

At the end of the observation period, if it considers that the company can survive as a going concern, the Court will adopt a safeguard or reorganization plan which will entail a restructuring and/or rescheduling of debts and may entail the divestiture of some or all of the debtor's assets and businesses (a sale of the entire business is not possible in a safeguard plan). In judicial reorganization proceedings, alternatively to a reorganization plan, the court may determine that all (unlike in safeguard proceedings) or part of the business should be sold to purchasers who have submitted bids. In such a case, the court orders such a (partial or entire) sale in the framework of a so-called "sale of the business plan" (*plan de cession*), which consists of transferring assets, contracts and jobs cherry-picked by the purchaser thereto (see section "*Judicial reorganization or liquidation proceedings*" for further details), for a lump sum, in accordance with the bid submitted by the purchaser during the observation period.

Judicial liquidation proceedings entail the relief of the debtor from the management and there is no observation period in such proceedings. The outcome of judicial liquidation proceedings, which is decided by the court without a vote of the creditors, may be a sale of the business in the framework of a so-called "sale of the business plan" (*plan de cession*) and/or isolated sales of the debtor's assets in order to discharge the debtor's liabilities. Where a sale of the business (partial or not) is contemplated, the court may authorize a temporary continuation of the business for a maximum period of three months (renewable once for another three-month period at the Public Prosecutor's request) whose effects are similar to an observation period.

At any time during the observation period, the court may convert the safeguard proceedings into judicial reorganization proceedings or into judicial liquidation proceedings, either upon its own initiative (subject to the below) or at the request of either the debtor, the court-appointed administrator, the creditors' representative or the Public Prosecutor, if the debtor becomes insolvent (depending on whether or not the debtor's turnaround appears possible).

Where no safeguard plan has been adopted by the creditors' committees (pursuant to articles L.626-30-2 and L.626-32 of the French Commercial Code, as the case may be), the Court may also convert the proceedings into a judicial reorganization procedure upon the request of the debtor, the court-appointed administrator, the creditors' representative or the Public Prosecutor if the approval of the safeguard plan is obviously impossible and if the company would shortly and surely become insolvent should safeguard proceedings be closed. At any time during safeguard or reorganization proceedings, the Court may also convert such proceedings into liquidation proceedings if the debtor is insolvent and its recovery is manifestly impossible.

If the court adopts a safeguard plan, a reorganization plan or a sale of the business plan, it can set a time period during which the assets that it deems to be essential to the continued business of the debtor may not be sold without its consent.

The sales that have been pre-packaged in *mandat ad hoc* or conciliation proceedings and that are deemed satisfactory can be implemented in insolvency proceedings through an expeditious and derogatory process. Such sale could only relate to part (but not all) of the business of the debtor in safeguard proceedings.

Creditors' committees and adoption of the safeguard or reorganization plan

During the observation period, in the case of large companies (i.e. (a) with more than 150 employees or turnover greater than €20 million and (b) its accounts are certified by a statutory auditor or established by a certified public accountant) or where authorized by the supervising judge for smaller companies, two creditors' committees must be established: one for credit institutions or assimilated institutions and entities (with the exception of major suppliers and bondholders) having granted credit or advances in favor of the debtor (or the assignees of such claim or of a claim acquired from a supplier) and the other for suppliers having a claim that represents more than 3% of the total amount of the claims of all the debtor's suppliers; the smaller suppliers, if invited by the administrator, may elect to be members of such committee. To be eligible to vote, suppliers must have their claims set forth in the list provided by the debtor to the court-appointed administrator as certified by the debtor's statutory auditors (or, in their absence, its accountant).

As a general matter, only the legal owner of the bank debt claim will be invited onto the credit institutions committee. Accordingly, a person holding only an economic interest therein will not itself be a member of the credit institutions committee. If there are any outstanding debt securities in the form of obligations (such as bonds or the Notes), a general meeting gathering all holders of such debt securities will be established irrespective of whether or not there are different issuances and of the governing law of those obligations (the "bondholders' general meeting"). The Notes would constitute *obligations* for the purposes of safeguard or judicial reorganization proceedings and the Noteholders would therefore vote within the bondholders' general meeting.

These creditors' committees and the bondholders' general meeting will be consulted on the draft safeguard or reorganization plan(s) elaborated during the observation period. Such draft plan(s) may be prepared not only by the debtor's management (together with the judicial administrator(s)), but also by any creditor belonging to a creditors' committee (credit institutions' committee or suppliers' committee). For the avoidance of doubt, the bondholders are not entitled to propose such a draft plan.

The plan submitted to the committees and the bondholders' general meeting:

- must take into account subordination agreements entered into by the creditors before the opening of the proceedings;
- may treat creditors differently if it is justified by their differences in situation; and
- may notably include a rescheduling, cancellation of debts or debt-for-equity swaps.

In the first instance, one of the plans must be approved by each of the two creditors' committees (as the case may be). Each committee must announce whether its members approve or reject such plan within 20 to 30 days of its proposal to the debtor (such time can be reduced or extended by the supervising judge, at the request of the debtor or the judicial administrator, but it cannot be less than 15 days). If there is no proposal by the debtor, the judicial administrator determines the date on which the committees will vote on the plan submitted by the creditors. Such approval requires the affirmative vote of creditors holding at least two-thirds of the amounts of the claims held by the members of such committee that expressed a vote. Each member of a committee must inform the court-appointed administrator of any subordination agreement or any agreement

subjecting its vote to certain conditions or providing for the total or partial payment of its claim by a third-party. The court-appointed administrator can then modulate the voting rights of such a creditor, and submit to such creditor the conditions of calculation of its voting rights. In case of disagreement on this calculation, the creditor or the court-appointed administrator may seize the president of the Court in summary proceedings.

Following the approval of the plan by the two creditors' committees, the plan will be submitted for approval to the bondholders' general meeting. The approval of the plan at such meeting requires the affirmative vote of bondholders representing at least two-thirds of the amount of the claims held by bondholders who expressed a vote in the bondholders' general meeting. The same rules as set forth in the paragraph above in respect of voting rights' determination apply to the bondholders' general meeting.

Holders of the Notes could, as members of the general meeting of holders of the Notes, veto such plan if they reach a blocking minority (i.e. their claims represent more than one-third of the claims of those creditors casting a vote in the meeting).

Creditors for whom the plan does not provide any modification of their repayment schedule or provides for a full payment of their claims in cash as soon as the plan is approved or as soon as their claims are admitted do not take part in the vote. For those creditors outside the creditors' committees or where no such committees have been convened, the *mandataire judiciaire* may elect not to consult them.

Following approval by the creditors' committees and the bondholders' general meeting the plan has to be approved (*arrêté*) by the Court. In considering such approval, the court has to verify that the interests of all creditors are sufficiently protected. Once approved by the relevant court, the safeguard or reorganization plan accepted by the committees and the bondholders' general meeting will be binding on all the members of the committees and all bondholders (including those who did not vote or voted against the adoption of the plan). The plan also specifies how creditors that do not belong to the committees/bondholders' general meeting are going to be treated (it being noted that if they do not consent to the proposals that they receive, they can only be imposed uniform debt rescheduling as detailed below).

Creditors who are not members of the committees/bondholders' general meeting are consulted individually on the draft plan. The same rule applies to all creditors if no such committees nor general meeting of bondholders are convened. Likewise, in the event the creditors' committees are dissolved because any of the committees or the bondholders' general meeting has refused to give its consent to the draft plan (or has not rendered its decision within six months of the opening judgment, it being noted that this period may be extended by the court at the request of the judicial administrator to the extent it does not exceed the duration of the observation period), the court can still adopt a safeguard/reorganization plan in the time remaining until the end of the observation period, in which case creditors are consulted individually.

In the framework of an individual consultation, creditors will be asked whether they accept rescheduling, debt write-offs and/or debt-for-equity swaps provided for in the draft plan. Where the consultation is in writing, the creditor is deemed to have accepted the debt rescheduling proposal if he fails to respond within 30 days upon receipt of the creditors' representative letter. However, in respect of debt-to-equity swap proposals, the creditors' representative must obtain the agreement of each individual creditor in writing within this 30-day timeframe. The court is entitled to approve the plan regardless of whether or not a majority of creditors accepted the individual proposals that they received. In those circumstances, the court has the right to accept or reduce debt deferrals or write-offs with respect to the claims of creditors who have consented to such measures but it may only impose uniform debt deferrals (with interest continuing to accrue for debts with an initial maturity of more than one year) for up to 10 years on the claims of the non-consenting creditors, except for claims with maturity dates falling after the end of the plan, in which case such maturity date shall remain the same. The Court cannot impose debt write-offs or debt-to-equity swaps.

The first payment under the plan must be made within a year of the judgment approving the plan (as from the third year included, the minimum annual installment is 5% of the total admitted liabilities), it being noted, however, that if the contractual provisions relating to a debt claim provide that the principal amount of such debt claim is repayable *in fine* and its maturity date falls within the implementation period of the plan, the repayment of such principal amount only starts on the first annual installment date (as set out in the plan) following the original contractual maturity date of that debt claim and such debt rescheduling follows specific rules.

If the plan provides for a share capital modification or an amendment to the articles of association, the shareholders' general meeting must approve this modification. The court may decide that the shareholders' general meeting shall vote on first convening at a simple majority (of the votes of the shareholders attending, or represented at, the meeting or represented at the meeting, provided that said shareholders hold at least half of the shares with voting rights). On second convening, the general statutory provisions relating to the quorum and majority requirements shall apply.

If the plan provides for a share capital increase, shareholders can participate in the rights issue by way of set-off up to the amount of their admitted claims, and within the limit of their reduction as provided for in the plan.

In case of judicial reorganization only, if the share capital of the debtor is lower than half of the share capital and has not been restored, the court-appointed administrator can request the Court to appoint a judicial officer (*mandataire de justice*) to (i) convene the shareholders' meeting and (ii) vote the share capital restoration in place of the opposing shareholders should the plan provide for a share capital modification to the benefit of one or several persons which made commitments to implement the plan.

In addition, Law n°2015-990 dated August 6, 2015, entitled "Macron Law", introduced a new provision (Article L.631-19-2 of the French Commercial Code) applicable to judicial reorganization proceedings opened as from August 7, 2015, in the cases where (i) a debtor (a) employs at least 150 employees or (b) is a dominant company (within the meaning of article L.2331-1 of the French Labour Code) of one or more companies with at least 150 employees in aggregate, (ii) the disappearance of such debtor is likely to cause serious disturbance to the national or local economy and to local employment, and (iii) a share capital modification appears – after review of total or partial sale of business plan solutions – the only credible solution to avoid such a disturbance and to allow the debtor's business operations to continue. In summary, if, in such event, a reorganization plan provides for a modification of the share capital in favor of one or more person(s) who undertake to implement the plan and the existing shareholders refuse to vote such share capital modification, the court may, under certain procedural and substantial conditions (e.g. the payment to the evicted shareholders of an amount corresponding to the value of their shares, as determined by a court appointed expert if no agreement as to such value is reached among the parties) and upon request of the court-appointed administrator or the Public Prosecutor, either (a) appoint a trustee (*mandataire*) to vote in favor of a share capital increase in lieu of the dissenting shareholders up to the amount provided for in the plan or (b) order, in favor of the person(s) who have undertaken to implement the plan, the transfer of all or part of the shares owned by the dissenting shareholders who own 'directly or indirectly' a majority of voting rights (including pursuant to any arrangement to that effect with any other shareholder that is not contradictory to the debtor's interest) or hold a blocking minority in the company. Contrary to safeguard proceedings, in judicial reorganization proceedings, in case of share capital modification or of a transfer of the shares in the debtor as provided for in draft plan or the plan, any approval clause is deemed null and void.

Court administered proceedings – accelerated safeguard proceedings and accelerated financial safeguard

A debtor in conciliation proceedings may request commencement of accelerated safeguard or accelerated financial safeguard proceedings (subject to the conditions listed below). The accelerated safeguard or accelerated financial safeguard proceedings have been designed to "fast-track" the regular safeguard proceedings. The accelerated safeguard is designed as the common accelerated procedure, the accelerated financial safeguard proceedings being a variety thereof, tailored to "fast-track" purely financial difficulties. The regime applicable to accelerated safeguard or accelerated financial safeguard proceedings is essentially similar to the regular safeguard proceeding to the extent compatible with the accelerated timing in accelerated safeguard and accelerated financial safeguard proceedings. Therefore some provisions relating in particular to ongoing contracts and restitution claims formed by owners are excluded by law.

The accelerated safeguard proceeding has effect against all the pre-petition creditors that have filed a proof of claim and the counterparties to an ongoing contract (see below). In particular, trade creditors notably will be involved in the accelerated safeguard proceedings, whereas accelerated financial safeguard proceedings only involve financial creditors (i.e. members of the credit institutions' committee and of the bondholders' general meeting), with no impact on suppliers or public creditors notably (they will thus continue to be paid according to their applicable contractual terms and are not subject to the automatic stay applicable during the observation period).

To be eligible to accelerated safeguard or accelerated financial safeguard, the debtor must fulfill the following conditions:

- the debtor must (i) not be insolvent for more than 45 days when it initially requested the opening of *conciliation* proceedings and (ii) face difficulties which it is not able to overcome;
- the debtor must be subject to ongoing conciliation proceedings when it applies for the opening of the accelerated safeguard or accelerated financial safeguard proceedings;
- in the context of the *conciliation* proceedings, the debtor must have prepared a draft restructuring plan that aims to protect its operations in the long run and which is likely to be supported, within the group of those creditors who will be affected by the accelerated (or accelerated financial) safeguard proceedings, by a sufficiently large majority of them to allow a likely approval of the plan by the relevant creditors' committees (credit institutions' committee only for the accelerated financial safeguard) and bondholders general meeting, if any, within the timeframe of the procedure;

the debtor must: (i) have its accounts certified by a statutory auditor or established by an accounting expert and have (x) more than 20 employees or (y) have a turnover greater than €3 million excluding any applicable taxes; or (z) have total assets in its balance sheet greater than €1.5 million; or (ii) establish consolidated financial statements in accordance with article L. 233-16 of the French Commercial Code. Where the debtor does not meet the statutory thresholds provided for to set up creditors' committees (see above), the court shall order such setting-up in its ruling opening the accelerated safeguard or accelerated financial safeguard proceedings.

Where accelerated safeguard proceedings are commenced, the creditors' committees (only the credit institutions' committee in accelerated financial safeguard proceedings) and the bondholders' general meeting are convened and are required to vote on the proposed safeguard plan within a minimum period of 15 days of delivery of the proposed plan (eight days for accelerated financial safeguard proceedings).

The approval of a plan in the context of accelerated safeguard or accelerated financial safeguard proceedings follows the same majority rules as in regular safeguard proceedings and it may notably provide for rescheduling, debt write-off and debt-for-equity swaps which would require the relevant shareholder consent).

The total duration of the accelerated safeguard proceedings is three months, while the duration of the accelerated financial safeguard proceedings is one month, unless the court decides to extend it by one additional month. If a plan is not adopted by the creditors' committee(s) and the bondholders' general meeting, where relevant, and approved by the court within such deadlines, the court shall terminate the accelerated safeguard or accelerated financial safeguard proceedings and cannot impose any uniform debt rescheduling.

Judicial reorganization or judicial liquidation proceedings

The court ruling commencing the proceedings may order either the liquidation or the reorganization of the company. See "*—The observation period and its outcome*" and "*—Creditors' committees and adoption of the safeguard or reorganization plan*" for a description of the observation period and the consultation of the creditors on the draft reorganization plan). At any time during the observation period, the court can order the liquidation of the company if recovery of the debtor is manifestly impossible. At the end of the observation period, the outcome of the proceedings is decided by the court.

There is no observation period in case of judicial liquidation proceedings being opened against the debtor. The outcome of these proceedings, which is decided by the court without a vote of the creditors, may be a plan for the sale of the business and/or isolated sales of the debtor's assets in order to discharge the debtor's liabilities. In case a plan for the sale of the business is considered, the court can authorize a temporary continuation of the business for a maximum period of three months (renewable once at the Public Prosecutor's request), whose effects are similar to an observation period.

In either judicial liquidation proceedings or in judicial reorganization proceedings (in the latter case, if no restructuring plan is drafted or if the draft restructuring plan appears obviously incapable of restoring the debtor's viability), the court may also decide to adopt a sale of the business plan (*plan de cession*), i.e. a plan whereby all or part of the business is sold to a third party which can cherry pick the assets, contracts and employees, without (subject to certain exceptions) the need to obtain the consent of either the debtor, the creditors or the other party to certain contracts (such as lease-back agreements or supply agreements of goods and services). Any third party may make a bid to that effect as from the opening of judicial reorganization of judicial liquidation proceedings. By exception, such sale may be organized in *mandat ad hoc* and/or conciliation proceedings and implemented in insolvency (including safeguard) proceedings, through an expeditious and derogatory process (without competitive bids).

If such a sale of the business plan is adopted, the proceeds of the sale will be allocated for the repayment of the creditors according to the ranking of their claims. The sale price is generally significantly lower than the aggregate value of the assets, bearing in mind that the courts would endorse the most credible offer that would best ensure the preservation of jobs.

Extension of insolvency proceedings

French law provides that, upon the petition of the debtor, the Public Prosecutor, the judicial administrator, the liquidator or the creditors' representative, the insolvency proceedings of a company may be extended to another one, so that their respective assets and liabilities will be treated as belonging to one single insolvency estate, if (i) the debtor company is deemed "fictitious", i.e. a sham, or (ii) the debtor company "commingled its assets and liabilities" with another entity, i.e. either it proves impossible to determine which assets and liabilities belong to each of them or "abnormal financial relationships" existed between the two entities (such as transfers of assets or funds without consideration).

Protective measures under safeguard, judicial reorganization and judicial liquidation proceedings

Protective measures may be taken by the President of the Court on the assets of *de facto* or *de jure* managers against whom a liability action for shortfall of assets has been launched in judicial liquidation proceedings.

In addition, protective measures may be requested:

- in the context of a legal action to extend the insolvency to a third party (on the grounds mentioned above), against the defendant; and
- over the assets of the *de facto* or *de jure* manager of a company subject to judicial reorganization proceedings and against whom an action for liability is brought on the grounds of a wrongdoing having contributed to the debtor's cash-flow insolvency (*cessation des paiements*). Such protective measure can be maintained in judicial liquidation proceedings.

These protective measures aim at precluding third parties from seizing the assets of the company against which an action for extension of the insolvency proceedings is brought or the assets of the manager against which an action for liability is brought.

Status of creditors during safeguard, accelerated financial safeguard, judicial reorganization or judicial liquidation proceedings

As a general rule, creditors domiciled in France whose claims arose prior to the commencement of proceedings must file a claim with the *mandataire judiciaire* (*déclaration de créances*) within two months of the publication of the court decision in the *Bulletin Officiel des annonces civiles et commerciales* (by exception, the deadline starts upon receipt of an individual notification for those creditors whose claim arose from a published security interest or who benefit from a published security interest); this period is extended to four months for creditors domiciled outside France. Where the debtor has informed the creditors' representative of the existence of a claim and no proof of a claim has been filed yet, such claim is deemed filed with the creditors' representative. Creditors are allowed to ratify a proof of claim made on their behalf until the judge rules on the admission of their claims. Creditors who have not submitted their claims during the relevant period are, except with respect to very limited exceptions, barred from receiving distributions made in connection with the insolvency proceedings. Employees are not subject to limitations and are preferential creditors under French law.

In accelerated safeguard and accelerated financial safeguard proceedings, the debts held by creditors that took part in the conciliation proceedings are listed by the debtor and certified by its statutory auditor (or, in its absence, its accountant) and are thus deemed to have been filed. Although such creditors can file proofs of claim pursuant to the regular process, they may also avail themselves of this simplified alternative and merely adjust the amounts of their claims set forth on the list prepared by the debtor (within the aforementioned two to four month-time limit). Those creditors who did not take part in the conciliation proceedings (but who would be party to the creditors' committees or the bondholders' general meeting) would have to file their proofs of claim within the aforementioned statutory time limit.

As from the commencement of insolvency proceedings:

- accrual of interest is suspended (except in respect of loans providing for a term of at least one year, or contracts providing for a payment which is differed by at least one year; even in such a case, accrued interest cannot bear themselves interest, notwithstanding Article 1343-2 of the French Civil Code;
- the debtor is prohibited from paying (i) debts incurred prior to the date of the court decision commencing the insolvency proceedings, subject to specified exceptions which essentially cover the set-off of related debts (*compensation pour dettes connexes*) and payments authorized by the supervising judge *(juge-commissaire)* to recover assets for which recovery is justified by the continued operation of the business and (ii) post-opening debts not useful to the proceedings; and
- creditors may not initiate or pursue any individual legal action against the debtor (or in safeguard or judicial reorganization proceedings against a guarantor of the debtor provided such guarantor is an

individual) with respect to any claim arising prior to the court decision commencing the proceedings if the objective of such legal action is:

- to obtain an order for payment of a sum of money by the debtor to the creditor (however, the creditor may require that a court determine the amount due);
- to terminate a contract for non-payment of amounts owed by the creditor; or
- to enforce the creditor's rights against any assets of the debtor, except (i) in judicial liquidation proceedings, by way of judicial foreclosure (*attribution judiciaire*) of the pledged assets or (ii) where such asset – whether tangible or intangible, moveable or immoveable – is located in another Member State within the European Union, in which case the rights *in rem* of creditors thereon would not be affected by the insolvency procedure, in accordance with the terms of article 8 of the Recast EU Insolvency Regulation (provided no secondary proceedings are open in such member state). Similarly, the rights of a creditor on the debtor's assets located outside France (and the EU) would only be affected by the French insolvency proceedings if they were to be recognized by the local courts where the assets at stake are located (unless provided otherwise in a treaty to which France is a party).

In accelerated safeguard or accelerated financial safeguard proceedings, the above rules only apply to the creditors which are subject to those proceedings.

Contractual provisions that would accelerate the payment of the debtor's obligations or the termination or cancellation of an ongoing contract upon the occurrence of certain insolvency events are not enforceable under French law, and the court-appointed administrator can unilaterally decide not to continue ongoing contracts (*contrats en cours*) which it believes the debtor will not be able to continue to perform. The court-appointed administrator can, on the contrary, require that other parties to a contract continue to perform their obligations even though the debtor may have been in default prior to the opening of the insolvency proceedings, but on the condition that such debtor fully performs its post-opening contractual obligations. The opening of liquidation proceedings does, however, automatically accelerate the maturity of all of the debtor's liabilities, unless the court allows the business to continue for a period of no more than three months (renewable once) if it considers that a sale of part or all of the business is possible. In this case, the debtor's liabilities are deemed mature on the day the court approves the sale of the business or the end of the period of continuation of the business.

According to a decision of the French Supreme Court dated January 14, 2014, n°12-22.909, "contractual provisions modifying the conditions of continuation of an ongoing contract, diminishing the rights or increasing the obligations of the debtor solely upon the opening of reorganization proceedings" (which should also apply in case of safeguard, accelerated safeguard or accelerated financial safeguard proceedings) shall also be unenforceable.

During reorganization proceedings, when an ongoing contract involves the payment of a sum of money, this payment must be made in cash (i.e. without payment terms), unless the administrator obtains extended payment terms from the contractual partner of the debtor; the administrator is under the obligation to verify that by continuing the contract he or she does not risk creating a foreseeable damage for the contractual partner.

If the court approves a safeguard plan or reorganization plan, claims of creditors included in the plan will be paid according to the terms of the plan. The court can also set a time period during which the assets that it deems to be essential to the continued business of the debtor may not be sold without its consent.

If the court approves a plan for the sale of the business (*plan de cession*) in judicial reorganization or liquidation proceedings (see below), the proceeds of the sale will be allocated for the repayment of the creditors according to the ranking of their claims under French law. If the court decides to order the judicial liquidation of the debtor, the court will appoint a liquidator in charge of selling the assets of the company and settling the relevant debts in accordance with their ranking. However, in practice, where the sale of the business is considered, it will usually appoint a judicial administrator to assist the company and organize the sale of the business.

French insolvency law assigns a certain order of priority to the payment of certain preferred creditors, i.e. certain pre-opening employee claims, post-opening legal costs (essentially, fees of the officials appointed by the insolvency court), creditors who, in the framework of a conciliation procedure which resulted in the approval of a conciliation agreement by the Court, have provided new money or goods or services (the "New Money Lien"), creditors having security over real estate assets (in case of judicial liquidation proceedings only; in case of safeguard or judicial reorganization proceedings, they rank behind post-opening privileged creditors), post-opening privileged creditors (i.e. whose claims meet certain criteria, such claims being subject to a specific order of priority among themselves), and the other pre-opening and post-opening creditors, whose order of priority among themselves depends on various factors (in particular, the French State and other public institutions benefit from the highest ranking, with respect to taxes and social charges). Some creditors may nevertheless bypass this order of priority, e.g. if they benefit from a retention right over certain assets.

The "Suspect Period" in judicial reorganization and liquidation proceedings

The date of insolvency (*cessation des paiements*) is generally deemed to be the date of the court decision commencing the judicial reorganization or judicial liquidation proceedings. However, in the decision commencing judicial reorganization or judicial liquidation proceedings or in a subsequent decision, the court may carry back such insolvency date, up to 18 months prior to the court decision commencing the proceedings. Such insolvency date marks the beginning of the "suspect period" (*période suspecte*). However, the starting date of the "suspect period" cannot be fixed by the court as at a date earlier than the date of the approval of the conciliation agreement, save in case of fraud. Certain transactions entered into by the debtor during the suspect period are automatically void or voidable by the court.

Automatically void transactions include in particular transactions or payments entered into during the suspect period that may constitute voluntary preferences for the benefit of some creditors to the detriment of other ones. Such transactions or payments must be set aside by the court if a claimant (the judicial administrator, the liquidator, the creditors' representative or the court-appointed trustee in charge of overseeing the implementation of the restructuring plan, or the Public Prosecutor) so requests. These include, notably, transfers of assets for no consideration, contracts under which the reciprocal obligations of the debtor significantly exceed those of the other party, payments of debts not due at the time of payment, payments made in a manner which is not commonly used in the ordinary course of business and security granted for debts (including a security granted to secure a guarantee obligation) previously incurred and provisional measures, unless the right of attachment or seizure predates the insolvency date, the transfer of any assets or rights into a trust (*fiducie*) (unless such transfer is made as a security for debt incurred at the same time), and any amendment to a trust arrangement that dedicates assets or rights as a guaranty of pre-existing debts.

Transactions voidable by the court include payments made on accrued debts, transactions for consideration and notices of attachments made to third parties (*avis à tiers détenteur*), seizures (*saisie attribution*) and oppositions made during the suspect period, if the court determines that such actions are taken after the debtor was in insolvent and the party dealing with the debtor knew, or should have known, that the debtor was such a state at that time. Transactions relating to the transfer of assets for no consideration are also voidable when entered into during the six-month period prior to the beginning of the suspect period. Unlike automatically

void transactions, which must be set aside by the court if so requested, the court has discretion to decide whether or not it is appropriate to set aside transactions that are only "voidable". There is no suspect period prior to the opening of safeguard, accelerated safeguard, or accelerated financial safeguard proceedings.

Creditors' liability

Pursuant to article L. 650-1 of the French Commercial Code, where insolvency proceedings have been commenced, creditors may only be held liable for the losses suffered as a result of facilities granted to the debtor on the following grounds: (i) fraud; (ii) wrongful interference with the management (*immixtion caractérisée dans la gestion*) of the debtor; or (iii) if the security or guarantees taken to support the facilities are disproportionate to such facilities. In addition, any security or guarantees taken to support facilities in respect of which a creditor is found liable on any of these grounds can be cancelled or reduced by the court. In addition to the above criteria, case law confirmed that this liability also requires that the granting of the facility be deemed to be wrongful.

If a creditor has repeatedly interfered in the company's management, it can be deemed a *de facto* "manager" of such company (*dirigeant de fait*). In this case, article L 651-2 of the French Commercial Code provides that, if judicial liquidation proceedings (*liquidation judiciaire*) have been commenced against the debtor, the creditor may be liable to pay all or part of the debtor's shortfall of assets, along with the other managers (whether *de jure* or *de facto*), as the case may be, if it is established that their mismanagement has contributed to such shortfall. If such conditions are met, French courts will decide whether the managers should bear all or part of the shortfall amount. However, a manager (whether *de jure* or *de facto*) cannot be held liable on the basis of article L. 651-2 of the French Commercial Code in cases of "simple negligence" (*simple négligence*) in the management of the company.

Rights in the collateral may be adversely affected by the failure to perfect security interests in the collateral.

Under French law, a security interest in certain assets can only be properly perfected, and its priority retained, through certain actions undertaken by the secured party and/or the grantor of the security. The liens on the Collateral securing the Notes may not be perfected with respect to the claims of the Notes if we, or any Applicable Security Agents, fail or are unable to take the actions required to perfect any of these liens. Furthermore, it should be noted that neither the Trustee nor any Applicable Security Agent shall have any obligation to take any steps or action to perfect any of these liens. In particular, pledges over the securities of French subsidiaries in the form a stock company (*société par actions*) that are governed by French law consist of pledges over a securities account (*nantissement de compte de titres*) in which the relevant securities are registered. The securities account pledges will be validly established after execution of a statement of pledge (*déclaration de nantissement de compte titres financiers*) by each security provider in favor of the relevant Applicable Security Agents. Each statement of pledge will have to be registered in the relevant shareholder's account (*compte d'actionnaire*) and shares registry (*registre de mouvement de titres*) of each of CGG Services SAS, Sercel Holding and Sercel. In France, no lien searches are available for security interests which are not publicly registered, with the result that no assurance can be given on the priority of a security interest if it is not publicly registered.

Limitations on enforcement of security interests and cash amount ("*soulte*")

Security interests governed by French law may only secure payment obligations and may only be enforced following a payment default (including following acceleration) and up to the secured amount that is due and remaining unpaid to it. Pledges over securities (whether in the form of a pledge over a securities account or in the form of a pledge over shareholding interests (*parts sociales*)) may generally be enforced at the option of the secured creditors either (i) before a court (a) by way of a sale of the pledged securities in a public auction (the proceeds of the sale being paid to the secured creditors) or (b) by way of the judicial foreclosure

(*attribution judiciaire*) or (ii) by way of a contractual foreclosure (*attribution conventionnelle* or *pacte commissoire*) of the pledged securities to the secured creditors, following which the secured creditors become the legal owner of the pledged securities. If the secured creditors choose to enforce by way of foreclosure (whether a judicial foreclosure or a contractual foreclosure), the secured liabilities would be deemed extinguished up to the value of the foreclosed securities. Such value is determined either by the court in the context of a judicial attribution or by an expert (pre-contractually agreed or appointed by a judge) in the context of a contractual foreclosure. If the value of the Collateral exceeds the amount of secured debt, the secured creditor may be required to pay the pledgor a cash amount (*soulte*) equal to the difference between the value of the securities as so determined and the amount of the secured debt. This is true regardless of the actual amount of proceeds ultimately received by the secured creditor from a subsequent on-sale of the Collateral.

If the value of such securities is less than the amount of the secured debt, the relevant amount owed to the relevant creditors will be reduced by an amount equal to the value of such securities, and the remaining amount owed to such creditors will be unsecured in that respect.

An enforcement of the pledged securities could be undertaken through a public auction in accordance with applicable law. If enforcement is implemented through a public auction procedure, it is possible that the sale price received in any such auction might not reflect the value of the securities since the latter will not be sold pursuant to a competitive bid process and/or a private sale organized by an investment bank and controlled by the vendor on the basis of a value determined pursuant to the methods usually used for the purpose of the acquisition of companies or groups of companies.

Under French law, a secured creditor under a pledge over receivables may enforce its security interest by (i) requesting the attribution by a court of the pledged receivables (*attribution judiciaire*) or (ii) requesting the transfer to it of the pledged receivables in accordance with the terms of the relevant pledge agreement (*attribution conventionnelle or pacte commissoire*). The secured creditor will then be able to receive payment by the pledged debtors of the relevant pledged receivables and apply the amounts so paid to it in satisfaction of the secured debt.

Parallel debt – trust

Under French law, certain "accessory" security interests such as pledges require that the pledgee and the creditor be the same person. Such security interests cannot be held on behalf of third parties who do not hold the secured claim, unless they act as fiduciaries under Article 2011 of the French Civil Code or as security agent (*agent de sûretés*) under Article 2488-9 of the French *Code civil*.

The Intercreditor Agreement will provide for the creation of "parallel debt" obligations in favor of the International Security Agent and the Indenture will provide for the creation of "parallel debt" obligations in favour of the Collateral Agent (together, the "Parallel Debts") mirroring, amongst other things, the obligations of the Issuer and the guarantors (as principal obligors) towards the holders of the Notes under or in connection with the Indenture (the "Principal Obligations"). The Parallel Debts will at all times be in the same amount and payable at the same time as their respective Principal Obligations. Any payment in respect of the relevant Principal Obligations shall discharge the corresponding Parallel Debts and any payment in respect of any Parallel Debt shall discharge the corresponding Principal Obligations. Pursuant to the Parallel Debts, each of the International Security Agent and the Collateral Agent, respectively, becomes the holder of a claim equal to each amount payable by an obligor under the Notes. The French Pledges will directly secure the Parallel Debts, and may not directly secure the obligations under the Notes and the other indebtedness secured by the Collateral. The holders of the Notes will not be entitled to take enforcement actions in respect of such security interests except through the International Security Agent.

None of the parallel debt and trust mechanism constructs have been generally recognized by French courts and to the extent that the Notes or security interests created under any Parallel Debt and/or trust constructs are successfully challenged by other parties, holders of the Notes will not receive any proceeds from an enforcement of such guarantees or security interests in the Collateral. In addition, the holders of the Notes will bear the risks associated with the possible insolvency or bankruptcy of the International Security Agent or the Collateral Agent.

There is one published decision of the French Supreme Court (*Cour de cassation*) on Parallel Debt mechanisms (*Cass. com.* September 13, 2011 n°10-25533 Belvedere) relating to a bond documentation governed by New York law. Such a decision recognized the enforceability in France of certain rights (especially the filing of claims in safeguard proceedings) of a security agent benefiting from a parallel debt. In particular, the French Supreme Court upheld the proof of claim of the legal holders of a parallel debt claim, considering that it did not contravene French international public policy (*ordre public international*) rules. The ruling was made on the basis that the French debtor was not exposed to double payment or artificial liability as a result of the parallel debt mechanism. Although this court decision is generally viewed by legal practitioners and academics as a recognition by French courts of parallel debt structures in such circumstances, there is no assurance that such a structure will be effective in all cases before French courts. Indeed, it should be noted that the legal issue addressed by it is limited to the proof of claims. The French court was not asked to uphold generally French security interests securing a parallel debt. It is also fair to say that case law on this matter is scarce and based on a case-by-case analysis. Such a decision should not be considered as a general recognition of the enforceability in France of the rights of a security agent benefiting from a parallel debt claim. There is no certainty that the parallel debt construct will eliminate the risk of unenforceability under French law.

To the extent that the security interests in the Collateral created in favor of the International Security Agent and the Collateral Agent under the Parallel Debts construct are successfully challenged by other parties, holders of the Notes will not be entitled to receive on this basis any proceeds from an enforcement of the security interests in the Collateral. The holders of the Notes will bear the risks associated with the possible insolvency or bankruptcy of the International Security Agent or the Collateral Agent as beneficiary of the Parallel Debt.

The concept of "trust" has been recognized by the French Tax Code and the French Supreme Court (*Cour de cassation*), which has held, in the same published decision referred to above (*Cass. com.* September 13, 2011 n°10-25533 Belvedere), that a trustee validly appointed under a trust governed by the laws of the State of New York could validly be regarded as a creditor in safeguard proceedings opened in France. However, while substantial comfort may be derived from the above, France has not ratified the Hague Convention of July 1, 1985 on the law applicable to trusts and on their recognition, so that the concept of "trust" has not been generally recognized under French law.

Fraudulent conveyance

French law contains specific "*action paulienne*" provisions dealing with fraudulent conveyance both in and outside insolvency proceedings. The *action paulienne* offers creditors protection against a decrease in their means of recovery. A legal act performed by a debtor (including, without limitation, an agreement pursuant to which such debtor guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of such debtor's or a third party's obligations, enters into additional agreements benefiting from existing security or any other legal act having similar effect) can be challenged in or outside insolvency proceedings of the relevant debtor by the creditors' representative (*mandataire judiciaire*), the commissioner of the safeguard or reorganization plan (*commissaire à l'exécution du plan*) insolvency proceedings of the relevant debtor, or by any of the creditors of the relevant debtor outside the insolvency proceedings or any creditor who was prejudiced in its means of recovery as a consequence of the act in or

outside insolvency proceedings. Any such legal act may be declared unenforceable against third parties if: (i) the debtor performed such act without an obligation to do so; (ii) the relevant creditor or (in the case of the debtor's insolvency proceedings) any creditor was prejudiced in its means of recovery as a consequence of the act; and (iii) at the time the legal act was performed, both the debtor and the counterparty to the transaction knew or should have known that one or more of such debtor's creditors (existing or future) would be prejudiced in their means of recovery (where the legal act was entered into for no consideration (*à titre gratuit*), no such knowledge of the counterparty is necessary). If a court found that the issuance of the Notes, the grant of the security interests in the Collateral, or the granting of a Subsidiary Guarantee involved a fraudulent conveyance that did not qualify for any defense under applicable law, then the issuance of the Notes, the granting of the security interests in the Collateral or the granting of such Subsidiary Guarantee could be declared unenforceable against third parties or declared unenforceable against the creditor who lodged the claim in relation to the relevant act. As a result of such successful challenges, holders of the Notes may not enjoy the benefit of the Notes, the Subsidiary Guarantees or the security interests in the Collateral and the value of any consideration that holders of the Notes received with respect to the Notes, the security interests in the Collateral or the Subsidiary Guarantees could also be subject to recovery from the holders of the Notes and, possibly, from subsequent transferees. In addition, under such circumstances, holders of the Notes might be held liable for any damages incurred by prejudiced creditors of the Issuer or the guarantors as a result of the fraudulent conveyance.

Recognition of intercreditor arrangements by French courts

There is no law or published decision of the French courts of appeal or of the French Supreme Court (*Cour de cassation*) on the validity or enforceability of the obligations of an agreement such as the Intercreditor Agreement, except for Articles L.626-30-2 and L.626-32 of the French Commercial Code which state that, in the context of safeguard proceedings (namely safeguard, accelerated safeguard or accelerated financial safeguard proceedings), the safeguard restructuring plan which is put to the vote of the creditors' committees and for the bondholders' general meeting takes into consideration (*prend en compte*) the provisions of subordination agreements between creditors which were entered into prior to the commencement of such safeguard proceedings. This also applies to judicial reorganisation proceedings pursuant to article L.631-19 of the French Commercial Code. As a consequence, except to the extent referred to above (which, as at the date hereof has received no judicial interpretation), we cannot rule out the possibility that a French court would not give effect to certain provisions of the Intercreditor Agreement.

Recognition of validity of second or lower ranking financial securities account pledges by French courts

The Intercreditor Agreement provides for a mechanism allowing the implementation of second or lower ranking pledges over the Collateral located in France.

A pledge over the shares of a stock company (*société par actions*) governed by French law is a pledge over the relevant securities account (*nantissement de compte de titres financiers*) in which the shares of such company are registered. In France, no lien searches are available for security interests which are not registered, such as pledges over securities accounts (*nantissements de comptes de titres financiers*). As a result, no assurance can be given on the priority of a pledge over a securities account in which the shares of such a company are registered.

The creation and enforcement of second ranking pledges over certain assets (such as receivables) has not been tested before French courts, and there can be no assurance that second ranking pledges over such assets would be upheld if tested. Accordingly, there is a risk that a second ranking pledge over such assets may be held void or unenforceable by a French court. Although there is no express prohibition under French law on granting a second or lower ranking pledge over a securities account in which the shares or other securities of a French

company are registered, some legal commentators have queried whether a second or lower ranking pledge is legally permissible to the extent that a pledge of a securities account is deemed, according to some legal scholars and practitioners, to remove the securities account from the possession of the grantor, thereby preventing such grantor from granting further, second or lower ranking pledges thereon. In order to create second ranking share pledges, certain legal scholars and practitioners are of the view that it is possible to place the shares or other securities under the custody of an agreed third-party (*entiercement*). In the absence of French case law in this respect, no assurance can be given, however, that a court would concur with such beliefs and positions.

The Netherlands

Limitation on enforcement

If a Dutch company grants a guarantee or security interest and that guarantee or security interest is not in the company's corporate interest, the guarantee or security interest may be nullified by the Dutch company, its receiver (*curator*) in bankruptcy (*faillissement*) and its administrator (*bewindvoerder*) in moratorium of payment proceedings (*surseance van betaling*) or otherwise and, as a consequence, not be valid, binding and enforceable against it. In determining whether the granting of a guarantee or security interest is in the interest of a Dutch company, Dutch courts would not only consider the text of the objects clause in the articles of association (*statuten*) of the company but all relevant circumstances, including (i) whether the company irrespective of the wording of the objects clause derives certain commercial benefits from the transaction in respect of which the guarantee or security interest was granted and (ii) the balance between the risk that the company is assuming and the benefit it derives from such transaction. In addition, if it is determined that there are no, or insufficient, commercial benefits from the transactions for the company that grants the guarantee or security interest, then such company (and any bankruptcy receiver) may challenge the enforcement of the guarantee or security interest, and it is possible that such challenge would be successful. Such benefit may, according to Dutch case law, consist of an indirect benefit derived by the company as a consequence of the interdependence of such company with the group of companies to which it belongs. In addition, it is relevant whether, as a consequence of the granting of the guarantee or security interest, the continuity of such company would foreseeably be endangered by the granting of such guarantee or security interest. It remains possible that even if such strong financial and commercial interdependence exists, the transaction may be declared void if it appears that the granting of the guarantee or security interest cannot serve the realization of the relevant company's objects or where it is determined that there is a material imbalance to the disadvantage of the company between the commercial benefit on the one hand and the risks on the other hand. The above ultra vires concepts also apply with respect to any security interest granted or other legal act entered into by a Dutch company.

If Dutch law applies, a guarantee or security governed by Dutch law may be voided by a court, if the document was executed through undue influence (*misbruik van omstandigheden*), fraud (*bedrog*), duress (*bedreiging*) or mistake (*dwaling*) of a party to the agreement contained in that document. Payment pursuant to a guarantee or following enforcement or foreclosure of security granted may, regardless of an insolvency situation occurring or not, also be withheld due to unforeseen circumstances (*onvoorziene omstandigheden*), force majeure (*niet-toerekenbare tekortkoming*) or reasonableness and fairness (*redelijkheid en billijkheid*). Other impeding factors include the right to suspend performance (*opschortingsrecht*) dissolution (*ontbinding*) of contract and set-off (*verrekening*).

In addition, a guarantee issued by a Dutch company and a security interest provided by a Dutch company may be suspended or avoided by the Enterprise Chamber of the Court of Appeal in Amsterdam (*Ondernemingskamer van het Gerechtshof te Amsterdam*) on the motion of the holder or holders of 10% or more of the shares in such company or shares or depositary receipts issued therefor with a nominal value of

€225,000 or more or such lesser amount as provided by the articles of association of such company. If the company has an issued share capital of at least €22.5 million, such motion may be made by a holder or holders of 1% or more of the shares in such company or, provided those are listed on a qualifying trading venue, shares or depositary receipts issued therefor with a value of €20 million or more or such lesser amount as provided in the company's articles of association. A trade union and/or other entities entitled thereto in the articles of association of the relevant Dutch company may also submit a motion to the enterprise chamber for this purpose. The guarantee or security itself may further be upheld by the enterprise chamber, yet actual payment under it may be suspended or avoided.

Parallel debt

Under Dutch law, certain "accessory" security interests such as pledges require that the pledgee and the creditor be the same person. Such security interests cannot be held by a third party which does not hold the secured claim but purports to hold security interests for the parties that do. The beneficial holders of the Notes from time to time will not be party to the Security Documents. In order to permit the noteholders from time to time to have a secured claim, the Security Documents or other finance documents will provide for the creation of a "parallel debt". Pursuant to the parallel debt, the Security Agent becomes the holder of a claim equal to each amount payable by an obligor under the Notes. The pledges governed by Dutch law will directly secure the parallel debt. The parallel debt structure has not been tested under Dutch law, and there is no certainty that it will eliminate or mitigate the risk of unenforceability posed by Dutch law.

With respect to any trust purported to be created by a Dutch company, it should be noted that the concept of "trust" under, for example, the laws of the State of New York or English law does not exist under Dutch law. The Netherlands have, however, ratified the Hague Trust Convention and, consequently, it is to be expected that such trust would be recognized by the courts of the Netherlands, provided that (i) it is a trust within the meaning of Article 2 of the Hague Trust Convention, (ii) it is validly created and existing under the laws of the state under which it is created and is evidenced in writing, (iii) the court requested to recognize such trust does not find that the elements thereof have a closer connection with a jurisdiction in which the concept of trust does not exist, and (iv) such elements are also otherwise in accordance with the requirements for recognition of trusts under the Hague Trust Convention.

Fraudulent transfer/conveyance

To the extent that Dutch law applies, a guarantee or security interest granted by a legal entity may, under certain circumstances, be nullified by any of its creditors, if (i) the guarantee or security interest was granted without prior existing legal obligation to do so (*onverplicht*), (ii) the creditor concerned was prejudiced as a consequence of the guarantee or the granting of the security interest and (iii) at the time the guarantee or security interest was granted both the legal entity and, unless the guarantee or security interest was granted for no consideration (*om niet)*, the beneficiary of the guarantee or security interest knew or should have known that one or more of the entities' creditors (existing or future) would be prejudiced (*actio pauliana*). In the case of a bankruptcy, the beneficiary of the guarantee or security interest is presumed (subject to evidence to the contrary) to have known that creditors of the debtor would be prejudiced if the bankruptcy follows within a year of the granting and for no consideration. In addition, the bankruptcy receiver may challenge the guarantee or security interest if it was granted on the basis of a prior existing legal obligation to do so (*verplichte rechtshandeling*), if (i) the guarantee or security interest was granted at a time that the beneficiary of such guarantee or security interest knew that a request for bankruptcy had been filed or (ii) if such guarantee or security interest was granted as a result of collusion between the debtor and the beneficiary of such guarantee or security interest with a view to give preference to the beneficiary over the debtor's other creditors. Consequently, the validity of any guarantees or security interests granted by a Dutch legal entity may be challenged and it is possible that such challenge would be successful.

It is not certain and has not been determined in published case law whether a right of pledge on shares can be created in advance of the acquisition of the shares by the pledgor. If a security right is created in collateral to which a Dutch company has not yet obtained title, such collateral will not be subject to such a security interest if that company is declared bankrupt or granted a moratorium of payments prior to obtaining title thereto. It is not possible to conduct searches in respect of any Dutch law governed security (other than in respect of rights of mortgage, if any), except that any security created over the shares in a Dutch company should be registered in its shareholders' register. However, this does not constitute conclusive evidence of the absence of any pre-existing security.

Insolvency

Certain of the Dutch guarantors are incorporated in the Netherlands. Any insolvency proceedings concerning any of such Dutch guarantors' guarantee would likely be based on Dutch insolvency law. Under certain circumstances, bankruptcy proceedings may also be opened in the Netherlands in accordance with Dutch law over the assets of companies that are not established under Dutch law. The following is a brief description of certain aspects of Dutch insolvency law. There are two primary insolvency regimes under Dutch law: the first, moratorium of payments (*surseance van betaling*), is intended to facilitate the reorganization of a debtor's indebtedness and enable the debtor to continue as a going concern. The second, bankruptcy (*faillissement*), is primarily designed to liquidate assets and distribute the proceeds of the assets of a debtor to its creditors. Both insolvency regimes are set forth in the Dutch Bankruptcy Act. In practice, a suspension of payments often results in bankruptcy. A general description of the principles of both insolvency regimes is set out below.

An application for a moratorium of payments can only be made by the debtor itself. Once the request for a moratorium of payments is filed, a court will immediately (*dadelijk*) grant a provisional moratorium and appoint an administrator (*bewindvoerder*). A meeting of creditors is required to decide on the definitive moratorium. If a draft composition (*ontwerp akkoord*) is filed simultaneously with the application for moratorium of payments, the court can order that the composition will be processed before a decision about a definitive moratorium. If the composition is accepted and subsequently ratified by the court (*gehomologeerd*), the provisional moratorium ends. The definitive moratorium will generally be granted unless a qualified minority (more than one-quarter in amount of claims held by creditors represented at the creditors' meeting or more than one-third in number of creditors represented at such creditors' meeting) of the unsecured non-preferential creditors withholds its consent. The moratorium of payments is only effective with regard to unsecured non-preferential creditors.

Unlike Chapter 11 proceedings under U.S. bankruptcy law, in which both secured and unsecured creditors are generally barred from seeking to exercise remedies against the debtor without court approval, in suspension of payments and bankruptcy proceedings under Dutch law secured creditors (and in case of suspension of payments also preferential creditors (including tax and social security authorities)) may enforce their rights against assets of the company to satisfy their claims as if there were no insolvency proceedings. A recovery under Dutch law could, therefore, involve a sale of assets that does not reflect the going concern value of the debtor. However, the court may order a "cooling down period" (*afkoelingsperiode*) for a maximum period of four months during which enforcement actions by secured or preferential creditors are barred. Also in a definitive moratorium of payments, a composition (*akkoord*) may be offered to creditors. A composition will be binding on all unsecured and non-preferential creditors if it is approved by (i) a majority in number of the creditors represented at the creditors' meeting, representing at least 50% in amount of the claims that are admitted for voting purposes and (ii) subsequently ratified (*gehomologeerd*) by the court. Consequently, Dutch insolvency laws could preclude or inhibit the ability of the noteholders to effect a restructuring and could reduce the recovery of a holder of Notes in Dutch moratorium of payments proceedings. Interest payments that fall due after the date on which a moratorium of payments is granted cannot be claimed in a composition.

Under Dutch law, a debtor can be declared bankrupt when it is no longer able to pay its debts when due. The bankruptcy can be requested by a creditor of a claim that is due and payable but left unpaid when there is at least one other creditor. The debtor can also request the application of bankruptcy proceedings itself.

Under Dutch bankruptcy proceedings, the assets of a debtor are generally liquidated and the proceeds distributed to the debtor's creditors in accordance with the respective rank and priority of their claims. The general principle of Dutch bankruptcy law is the so-called *paritas creditorum* (principle of equal treatment) which means that all creditors have an equal right to payment and that the proceeds of bankruptcy proceedings shall be distributed in proportion to the size of their claims. However, certain creditors (such as secured creditors and tax and social security authorities) will have special rights that take priority over the rights of other creditors. Consequently, Dutch insolvency laws could reduce your potential recovery in Dutch bankruptcy proceedings.

The claim of a creditor may be limited depending on the date the claim becomes due and payable in accordance with its terms. Generally, claims of the noteholders that were not due and payable by their terms on the date of a bankruptcy of the relevant Dutch guarantor will be accelerated and become due and payable as of that date. Each of these claims will have to be submitted to the bankruptcy receiver to be verified. "Verification" under Dutch law means that the receiver determines the value of the claim and whether and to what extent it will be admitted in the bankruptcy proceedings for the purpose of the distribution of the proceeds. The valuation of claims that otherwise would not have been payable at the time of the bankruptcy proceedings may be based on a net present value analysis. Interest payments that fall due after the date of the bankruptcy cannot be verified. Where interest is accruing after the date of opening of the proceedings, it can be admitted *pro memoria*.

The existence, value and ranking of any claims submitted by the noteholders may be challenged in the Dutch bankruptcy proceedings. Generally, in a creditors' meeting (*verificatievergadering*), the bankruptcy receiver, the insolvent debtor and all verified creditors may dispute the verification of claims of other creditors. Creditors whose claims or value thereof are disputed in the creditors' meeting may be referred to separate court proceedings (*renvooiprocedure*). These procedures could cause noteholders to recover less than the principal amount of their Notes or less than they could recover in a U.S. liquidation. Such renvooi proceedings could also cause payments to the noteholders to be delayed compared with holders of undisputed claims. As in moratorium of payments proceedings, in a bankruptcy a composition may be offered to creditors, which shall be binding on unsecured non-preferential creditors if it is approved by (i) a majority in number of the creditors represented at the creditors' meeting, representing at least 50% in amount of the claims that are admitted for voting purposes and (ii) subsequently confirmed by the court. The Dutch Bankruptcy Act does not in itself recognize the concept of classes of creditors. Remaining amounts, if any, after satisfaction of the secured and the preferential creditors are distributed among the unsecured non-preferential creditors, who will be satisfied on a pro rata basis. Contractual subordination may to a certain extent be given effect in Dutch insolvency proceedings. The actual effect depends largely on the way such subordination is construed.

Secured or preferential creditors (including tax and social security authorities) may enforce their rights against assets of the debtor to satisfy their claims under a Dutch bankruptcy as if there is no bankruptcy. As in moratorium of payments proceedings, the court may order a "cooling down period" for a maximum of four months during which enforcement actions by secured or preferential creditors are barred unless such creditors have obtained leave for enforcement from the supervisory judge (*rechter-commissaris*). Further, a receiver in bankruptcy can force a secured creditor to enforce its security interest within a reasonable period of time, failing which the receiver will be entitled to sell the secured assets, if any, and the secured creditor will have to share in the bankruptcy costs, which may be significant. Also, in this case, the secured creditor will have to wait for payment until the distribution payment plan becomes final. Excess proceeds of enforcement must be

returned to the bankrupt estate; they may not be set-off against an unsecured claim of the secured creditor in the bankruptcy. Such set-off is allowed prior to the bankruptcy, although a set-off prior to bankruptcy may be subject to clawback in the case of fraudulent conveyance or bad faith in obtaining the claim used for set-off. Moreover, to the extent that Dutch law applies, a legal act performed by a debtor (including, without limitation, an agreement pursuant to which it guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of its or a third party's obligations, enters into additional agreements benefiting from existing security and any other legal act having a similar effect) can be challenged in an insolvency proceeding or otherwise and may be nullified by any of its creditors or its trustee in bankruptcy. See "*—Fraudulent Transfer Conveyance*" above.

Any pending executions of judgments against the debtor will be suspended by operation of law when suspension of payments is granted and terminated by operation of law when bankruptcy is declared. In addition, all attachments on the debtor's assets will cease to have effect upon the suspension of payments having become definitive, a composition having been ratified by the court or the declaration of bankruptcy (as the case may be) subject to the ability of the court to set an earlier date for such termination. Litigation pending on the date of the bankruptcy order is automatically stayed. Under Dutch law, bankruptcy and suspension of payment generally take effect at 00.00 a.m. on the day of the judgment of the bankruptcy or the suspension of payments.

United States

Insolvency

Fraudulent transfer

Under the Bankruptcy Code or comparable provisions of state fraudulent transfer or fraudulent conveyance laws, the transfer of an interest in property or the incurrence of an obligation, including the incurrence of the obligations under the Notes, the issuance of the Subsidiary Guarantees and the grant of security, whether now or in the future, by any Obligor could be avoided, if, among other things, at the time the Obligor made such transfer or incurred such obligation, the Obligor (i) intended to hinder, delay or defraud any present or future creditor or (ii) received less than reasonably equivalent value or fair consideration in exchange for the transfer or obligation and:

- was insolvent on the date the transfer was made or obligation incurred or became insolvent as a result of the transfer or obligation;
- was engaged in a business or transaction, or was about to engage in a business or transaction, for which the Obligor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts that would be beyond its ability to pay such debts as they mature.

Preference

In a U.S. bankruptcy case, any transfer of an interest of the debtor in property, including any grant of security interest with regard to the Collateral or other transfer in respect of the Notes, such as security documents delivered after the date of the Indenture, may be avoided by the grantor (as debtor-in-possession) or by its bankruptcy trustee as a preference if the transfer is: (i) to or for the benefit of a creditor; (ii) for or on account of an antecedent debt owed by the grantor before such transfer was made; (iii) made while the grantor is insolvent; (iv) made on or within 90 days before the date on which a bankruptcy petition is filed (or made within one year if the creditor is an insider), and (v) that enables the creditor to receive more than the creditor

would receive if the bankruptcy case were a case under chapter 7 of the Bankruptcy Code and the transfer had not been made.

Other actions

As a court of equity, a U.S. bankruptcy court may subordinate the claims against us under the principle of equitable subordination, if the U.S. bankruptcy court determines that: (i) the holder of Notes engaged in some type of inequitable conduct; (ii) such inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holder of Notes; and (iii) equitable subordination is not inconsistent with the provisions of the Bankruptcy Code.

The automatic stay

A creditor's right to enforce its security interests against the Obligors upon the occurrence of an Event of Default under the Indenture governing the Notes is likely to be significantly impaired by applicable U.S. bankruptcy law if one or more of the Obligors becomes a debtor in a case under the Bankruptcy Code. Upon the commencement of a case under the Bankruptcy Code, creditors, such as holders of Notes, are prohibited by the automatic stay imposed by the Bankruptcy Code from commencing or continuing any act to obtain possession of or exercise control over property of the bankruptcy estate or taking any enforcement action against the debtor and its property, wherever located, with certain limited exceptions. The automatic stay in a bankruptcy case of one or more of the Obligors could therefore prevent the holders of the Notes from obtaining possession or exercising control over the Collateral or commencing any action in an attempt to obtain possession or exercise control over the Collateral. The automatic stay could be lifted or modified with bankruptcy court approval in certain circumstances, but parties may object to any creditor's request to lift or modify the automatic stay, and the bankruptcy court may deny such a request.

Right of debtor-in-possession to remain in control of collateral and the bankruptcy process

An entity that becomes a debtor under chapter 11 of the Bankruptcy Code remains in possession of its property and is authorized to operate and manage its business as a "debtor-in-possession", subject to certain limitations. This remains the case unless a chapter 11 trustee is appointed or the chapter 11 case is converted to a chapter 7 liquidation under the Bankruptcy Code, in which case a chapter 11 trustee or chapter 7 trustee takes possession of the debtor's property. Moreover, the Bankruptcy Code permits the debtor to continue to retain and use collateral even though the debtor is in default under the applicable debt instruments, provided that, upon the secured creditor's request, the secured creditor is given "adequate protection" of its interest in the debtor's property. The term "adequate protection" is not defined in the Bankruptcy Code, but it may include making periodic cash payments, providing an additional or replacement lien or granting other relief, in each case to the extent that the value of the secured creditor's interest in such collateral decreases during the pendency of the bankruptcy case as a result of, among other things, the use, sale or lease of such collateral or the imposition of the automatic stay. The type of adequate protection provided to a secured creditor may vary according to the circumstances. A U.S. bankruptcy court may determine that a secured creditor is not entitled to additional adequate protection for a decrease in the value of its collateral if the value of the collateral exceeds the amount of the debt that it secures.

Only the debtor in a chapter 11 bankruptcy case may propose a chapter 11 plan unless the debtor fails to file a plan within the first 120 days of the case or its plan has not been accepted within the first 180 days of the case by each class of claims or interests that is impaired under the plan. The bankruptcy court may reduce or enlarge these periods for cause upon request of a party in interest. The 120-day period could be extended for up to 18 months after a chapter 11 filing, while the 180-day period could be extended for up to 20 months after a chapter 11 filing. During these "exclusive periods", other parties, such as secured creditors, are precluded from proposing or soliciting acceptances of their own chapter 11 plans.

In view of the automatic stay, the lack of a precise definition of the term "adequate protection", the exclusive periods, and the broad discretionary power of a U.S. bankruptcy court, it is impossible to predict:

- whether or when a holder of the Notes could enforce its security interests;
- the value of the Collateral at the time of the bankruptcy petition or at the time a chapter 11 plan is proposed or confirmed; or
- whether or to what extent holders of the Notes would be compensated for any delay in payment or loss of value of the Collateral through the provision of "adequate protection".

A debtor-in-possession may obtain new credit secured by a lien that is senior or equal to existing liens

The Bankruptcy Code permits a debtor-in-possession or trustee in a chapter 11 case to obtain an extension of new credit from an existing lender or from a new lender. The bankruptcy court may, depending on the facts and circumstances, authorize the debtor-in-possession or trustee to obtain new credit or incur new debt that is secured by a lien that is senior or equal to existing liens, provided that, among other things, there is adequate protection of the interest of the holder of the existing lien on the property of the estate or which such senior or equal lien is proposed to be granted. In other words, it is possible that in connection with a chapter 11 case of one or more of the Obligors, such Obligor or Obligors would be permitted to incur new debt that is secured by a lien that is senior or equal to the liens that exist at the time of the chapter 11 filing.

Post-petition interest

Any future bankruptcy trustee, the debtor-in-possession or competing creditors could assert that the fair market value of the Collateral with respect to the Notes on the date of the bankruptcy filing was less than the then-current principal amount of the Notes. Upon a finding by a bankruptcy court that the Notes are under-collateralized, the claims in the bankruptcy proceeding with respect to the Notes would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the Collateral. Holders of the Notes may be deemed to have an unsecured claim for the portion of the principal amount of the Notes that exceeds the fair market value of the Collateral securing the Notes. In the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding of any Obligor in the United States, holders of the Notes will only be entitled to post-petition interest under the United States Bankruptcy Code to the extent that the allowed secured claim is secured by property that has a value which is greater than the amount of such claim. Holders of the Notes that have a security interest in Collateral with a value equal or less than their allowed claim will not be entitled to post-petition interest under the United States Bankruptcy Code.

Ability to confirm a chapter 11 plan notwithstanding the dissenting votes of creditors

A chapter 11 plan provides for the comprehensive treatment of all claims asserted against the debtor and the property of the bankruptcy estate and may provide for the readjustment or extinguishment of equity interests. Claims and interests are classified by type. Only those classes of claims and interests impaired by the plan may vote to accept or reject such plan. Classes of claims and interests that are unimpaired are not entitled to vote on the plan and are deemed to accept it. Classes of claims and interests that receive no distributions under the plan are not entitled to vote on the plan and are deemed to reject it. A class of claims is deemed to accept the plan if creditors holding at least two-thirds in amount and more than one-half in number of the allowed claims of such class held by creditors that have accepted or rejected the plan. A plan can be confirmed by the bankruptcy court over the dissenting votes of members of a class that accepts the plan overall.

Furthermore, even if one or more impaired classes rejects the plan, the plan may still be confirmed, subject to specific statutory requirements, in accordance with the "cram-down" provisions of the Bankruptcy Code,

which require, among other things, that one impaired class has accepted the plan and that the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan. A plan is fair and equitable with respect to a class of secured claims if the plan provides: (i)(a) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and (b) that each holder of a claim of such class receives on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property; (ii) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (i) or (iii) of this sentence; or (iii) for the realization by such holders of the indubitable equivalent of such claims. A plan is fair and equitable with respect to a class of unsecured claims if: (i) the plan provides that each holder of a claim of such class receives or retains on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property. These provisions could allow the debtor or other plan proponent to confirm its plan over the objection of one or more dissenting creditor classes, including holders of the Notes.

England and Wales

Fixed versus floating charges

There are a number of ways in which fixed charge security has an advantage over floating charge security, for example: (i) an English administrator appointed to a chargor can convert floating charge assets to cash and use such cash, or use cash subject to a floating charge, to meet certain statutory administration expenses (which can include the costs of continuing to operate the business of the chargor) while in administration in priority to the claims of the floating charge holder; (ii) a fixed charge, even if created after the date of a floating charge, may have priority against the floating charge on the charged assets; (iii) until the floating charge security crystallizes, a company is entitled to deal with assets that are subject to floating charge security in the ordinary course of business, meaning that such assets can be effectively disposed of by the chargor so as to give a third party good title to the assets free of the floating charge, and give rise to the risk of security being granted over such assets in priority to the floating charge security; and (iv) floating charge security may be subject to ring-fencing (see "—*Administration and floating charges*" below).

Under English insolvency law, there is a possibility that a court could find that the fixed security interests expressed to be created by a security document could take effect as floating charges because the description given to them as fixed charges is not determinative. Whether fixed security interests will be upheld as fixed rather than floating security interests will depend, among other things, on whether the chargee has the requisite degree of control over the ability of the relevant chargor to deal in the relevant assets and the proceeds thereof and, if so, whether such control is exercised by the chargee in practice. Where the chargor is free to deal with the secured assets without the consent of the chargee, the court is likely to hold that the security interest in question constitutes a floating charge, notwithstanding that it may be described as a fixed charge.

Administration and floating charges

The English Insolvency Act 1986 as amended empowers the English courts to make an administration order in respect of an English company or a company with its COMI in England in certain circumstances. An administration order can be made if the court is satisfied that the relevant company is or is unlikely to become "unable to pay its debts" and that the administration order is reasonably likely to achieve the purpose of

administration. An administrator can also be appointed out of court by the company, its directors, or the holder of a qualifying floating charge, and different procedures apply according to the identity of the appointer.

Equitable share charge

The security interests over the issued share capital in a company incorporated in England and Wales granted by a company are equitable charges, not legal charges. An equitable charge arises where a chargor transfers the beneficial interest in the shares to the chargee but retains legal title to the shares. Remedies in relation to equitable charges or pledges may be subject to equitable considerations or are otherwise at the discretion of the court.

Norway

Limitation on enforcement

Any enforcement of a security interest created over an asset located in Norway must be conducted within the rules and regulations set out by the Norwegian Enforcement Act (1992) which sets out various enforcement procedures based on the relevant asset classes and will vary from asset class to asset class. Enforcement of security interests usually takes place through the Norwegian courts by way of an auction sale conducted by a court-appointed official. The Norwegian Enforcement Act (1992) is mandatory in the sense that the security provider and the security taker cannot, prior to an event of default, enter into an agreement that sets out different enforcement procedures than those in the Enforcement Act. However, where the parties to a Norwegian share pledge agreement have entered into a written agreement with respect to the enforcement process in accordance with the Norwegian Financial Collateral Act (2003), the security interests over shares may be enforced without the involvement of the enforcement authorities and the security may be enforceable in accordance with the pre-agreed terms.

There is doubt as to the enforceability in Norway, in original actions or actions for the enforcement of judgments of U.S. courts, of civil liabilities predicated solely upon the federal securities laws of the United States. The United States and Norway currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments. A final and conclusive judgment obtained in the United States may not be enforceable by the courts of Norway without re-examination of the merits of the case, unless (i) such judgment obtained is final and enforceable in and pursuant to the laws of the United States, (ii) the United States is the agreed legal venue and the judgment is in compliance with Section 19-16 (2) of the Norwegian Civil Procedure Act (2005), (iii) enforcement of the judgment is in accordance with the mandatory provisions of the Norwegian Enforcement Act (1992) and (iv) such judgment is not in conflict with Norwegian public policy.

Switzerland

Pledges

Under Swiss law, certain "accessory" security interests such as pledges (*Pfandrechte*) require that the pledgee and the creditor be the same person. Therefore, with respect to pledges, under Swiss law, a valid pledge may only be created in favor of the person whose claim is secured by the pledge (and not to a third party), and the enforceability of the pledge is linked to the enforceability of the secured claim. The holders of the Notes, from time to time, will, therefore, be party to the security documents as if all of them had been original parties thereto, for this purpose being represented by the Applicable Security Agent, acting as direct representative (*direkter Stellvertreter*) in the name and for the account of each of the holders of the Notes. In addition, the Intercreditor Agreement and the Indenture provide for the creation of a "parallel debt". Pursuant to the

parallel debt, the Applicable Security Agent becomes the holder of a claim equal to each amount payable by an obligor under the Notes. The pledges governed by Swiss law will directly secure the parallel debt.

Parallel debt

The concept of parallel debt arrangements has not yet been tested in court under Swiss law. It is not generally recognized under Swiss law and any agreement or document may not be enforceable to the extent it purports to effect such arrangements.

No lien searches

In Switzerland, no lien searches are available for security interests which are not registered, such as pledges over shares.

Insolvency

Swiss debt enforcement and insolvency laws may be applicable in case of an enforcement of security interests over assets located in Switzerland. The enforcement of claims and questions relating to insolvency and bankruptcy in general are dealt with by the Swiss Federal Act on Debt Enforcement and Bankruptcy, as amended from time to time. If bankruptcy has not been declared against the pledgor of the Swiss law governed pledges, creditors secured by a pledge must follow a special enforcement proceeding limited to the liquidation of the collateral (*Betreibung auf Pfandverwertung*), unless the parties have agreed that general debt enforcement proceedings and/or a private liquidation are permissible.

Generally, any security interests other than guarantees (rights *in rem*) are enforced in accordance with the terms of the respective security agreement. Typically, the security agreements provide for the right of a security agent acting on behalf of the secured parties to enforce the security either by: (i) private realization (*Private Verwertung*) and set-off of the proceeds against the secured obligations, or (ii) official enforcement proceedings pursuant to the Swiss Federal Act on Debt Enforcement and Bankruptcy, in which case the right of objection pursuant to art. 41 of the Swiss Federal Act on Debt Enforcement and Bankruptcy (*Einrede der Betreibung auf Pfandverwertung*) is typically waived in the security agreements. In such case, the parties also typically agree in advance that a private sale (*Freihandverkauf*) will be admissible. However, if bankruptcy is declared, the creditors participate in the bankruptcy proceedings with the other creditors and a private realization is no longer permitted.

In the course of a private realization, the Applicable Security Agent acting on behalf of the secured parties may acquire any or all of the pledged assets (*Selbsteintritt*). In such a case, in order to determine the price for the acquisition of the pledged assets, the security agent may either sell the pledged assets or liquidate the pledged company and sell its assets in such a manner as it sees fit. Thereafter, the Applicable Security Agent will settle the acquisition of the pledged assets with the pledgor. For this purpose, the net proceeds of any sale of the pledged assets or of the liquidation of the pledged company will, after payment of expenses and taxes and – in case of a liquidation – any third-party debts, be considered the price for the acquisition of the pledged assets, which is applied to the secured obligations. The Applicable Security Agent will credit any remaining surplus to the pledgor.

Hardening periods and fraudulent transfer

Under Swiss insolvency laws, the insolvency administration may, under certain conditions, avoid transactions, such as, *inter alia*, the granting of or the payment under any guarantee or security or, if a payment has already been made under the relevant guarantee or security, require that the recipients return the amount received to the bankrupt estate. In particular, a transaction (which term includes the granting of a guarantee, the provision of security and the payment of debt) detrimental to the debtor's other creditors may be avoided according to Swiss insolvency laws in the following cases if such acts result in damages to the creditors:

- The debtor has made a transaction being considered as a gift or a disposal of assets without any consideration, provided that the debtor made such transaction within the last year prior to the opening of formal insolvency proceedings (*Konkurseröffnung*) or the confirmation of a composition agreement with assignment of assets (*Nachlassvertrag mit Vermögensabtretung*). Similarly, transactions pursuant to which the debtor received a consideration which was disproportionate to its own performance may be avoided. In case the beneficiary of the relevant transaction with the debtor is a related party, including without limitation a group company, the burden of proof is shifted: in this case, the beneficiary must prove that the transaction was at arm's length.

- Certain acts are voidable if performed by the debtor within the last year prior to the opening of formal insolvency proceedings (*Konkurseröffnung*) or the confirmation of a composition agreement with assignment of assets (*Nachlassvertrag mit Vermögensabtretung*), provided that the debtor was already over-indebted at that time: (i) granting of security for existing claims, provided that the debtor was not previously obliged to grant such security; (ii) payment of a monetary obligation (*Geldschuld*) in any other way than by payment in cash (*Barschaft*) or other customary means of payment; and (iii) the payment of a debt not yet due. However, any avoidance action is dismissed if the beneficiary of the transaction can prove that it was not aware of the debtor's over-indebtedness and, being diligent, could not know that the debtor had been over-indebted at that time.

- Furthermore, any acts performed within the last five years prior to, *inter alia*, the opening of formal insolvency proceedings (*Konkurseröffnung*) or the confirmation of a composition agreement with assignment of assets (*Nachlassvertrag mit Vermögensabtretung*) performed by the debtor with the intention to discriminate some creditors against others or to favor some creditors to others are voidable if such intention was, or exercising the requisite due diligence, must have been known to the debtor's counterparty. In case the beneficiary of the relevant transaction with the debtor is a related party, including without limitation a group company, the burden of proof is shifted: in this case, the beneficiary must prove that the intention was not recognizable.

If any security interest is avoided as summarized above or held unenforceable for any other reason, the claimant would cease to have any claim in respect of the guarantee or any security interest and would have a claim solely under the notes and the remaining guarantees, if any. Any amounts obtained from transactions that have been avoided would have to be repaid.

LEGAL MATTERS

Certain legal matters in connection with the validity of the Notes will be passed on for us by Linklaters LLP, Paris, France, who are acting as our special United States counsel and our French legal advisors.

INDEPENDENT REGISTERED ACCOUNTING FIRMS

Our consolidated financial statements as at and for the year ended December 31, 2016, 2015 and 2014 incorporated by reference in these listing particulars have been audited by Ernst & Young et Autres, independent registered public accounting firms, as stated in their respective reports.

SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES

We are a company organized under the laws of France with our registered office and principal place of business in France. A majority of our directors and officers named herein are not residents of the United States, and all or a substantial portion of their assets are located outside the United States. Substantially all of our assets are located outside the United States. It may not be possible for you to effect service of process within the United States upon our directors and officers or to enforce against these persons, or us, judgments of the United States courts predicated upon civil liability provisions of the federal securities laws of the United States.

We have been advised by our French counsel, Linklaters LLP, that if an original action is brought in France, predicated solely upon United States federal securities laws, French courts may not have the requisite jurisdiction to grant the remedies sought. Actions for enforcement in France of a U.S. judgment rendered against any of the French persons referred to in the second sentence of the preceding paragraph would require (i) that the dispute is substantially connected with the United States and that French courts do not have exclusive jurisdiction over the matter, (ii) that the judgment is not contrary to the principles of French international public policy, and (iii) that neither the choice of applicable law nor the choice of jurisdiction is fraudulent. In addition, actions in the United States under United States federal securities laws could be affected under certain circumstances by the French Law of July 16, 1980, which may preclude or restrict the obtaining of evidence in France or from French persons in connection with such actions.

CGG Holding B.V. and CGG Marine B.V. are private limited liability companies incorporated under Dutch law. All or a substantial portion of their assets are located in the Netherlands. In addition, some of the members of their respective managing boards are residents of the Netherlands and all a substantial portion of their assets are also located in the Netherlands. As a result, it may be difficult for investors to effect service of process upon these subsidiaries or such persons. Furthermore, The Netherlands does not currently have a treaty with the US providing for the reciprocal recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any court in any federal or state court in the US based on civil liability, whether or not predicated solely upon US federal securities laws, would not automatically be recognised or enforceable in the Netherlands.

In order to obtain a judgment that is enforceable in the Netherlands, the claim must be relitigated before a competent Dutch court and the judgment rendered by the foreign court must be submitted in the course of such proceedings, in which case the Dutch court will have to decide whether and to what extent it, given the circumstances of the case, will recognise the foreign judgment. A Dutch court will, under current practice, generally grant the same judgment without re-litigation analysis on the merits if (i) the foreign court rendering that judgment has jurisdiction over the matter on internationally acceptable grounds and has conducted the proceedings in accordance with generally accepted principles of fair trial, (ii) that judgment does not

contravene public policy (*openbare orde*) of the Netherlands, (iii) the foreign judgment is not in conflict with a decision rendered by a Dutch court between the same parties, or with an earlier judgment rendered by a foreign court in proceedings involving the same cause of action and between the same parties, provided that the earlier decision can be recognised in the Netherlands, and (iv) the foreign judgment is – according to the law of its country of origin – final and conclusive in such a way that all appeals have been exhausted and no other remedy could be obtained from a competent judicial body.

Subject to the foregoing and provided that service of process occurs in accordance with applicable treaties, investors may be able to enforce in the Netherlands judgments in civil and commercial matters obtained from US federal or state courts. No assurance can be given, however, that these judgments will be enforceable. In addition, it is doubtful whether a Dutch court would accept jurisdiction and impose civil liability in an original action commenced in the Netherlands and predicated solely upon US federal securities laws. Moreover, a Dutch court may reduce the amount of damages granted by a US court and recognise damages only to the extent that they are necessary to compensate actual losses or damages. The enforcement and recognition of judgments of US courts in the Netherlands are subject to the Dutch rules of civil procedure.

GENERAL INFORMATION

Share Capital

As at January 15, 2018, we had issued share capital of €221,331.49, divided into 22,133,149 ordinary shares of €0.01 nominal value each, all of which were fully paid. We will issue certain equity instruments in connection with the Financial Restructuring. For additional information regarding such equity instruments, see our report on Form 6-K submitted to the Commission on February 12, 2018 incorporated by reference herein.

Corporate Authorizations

The issue of the Notes was authorized pursuant to a resolution of the Board of Directors of CGG adopted on January 15, 2018. The Subsidiary Guarantees were authorized by the Board of Directors of each Initial Guarantor.

Listing of the Notes

Application has been made to admit the Notes to listing on the Luxembourg Stock Exchange and to trading on the Euro MTF.

Clearing of the Notes

The Notes have been accepted for clearance and settlement with Euroclear and Clearstream under the following securities codes: the Section 1145 Global Note will have an ISIN of XS1768718063 and a common code of 176871806, the Dollar Rule 144A Global Note will have an ISIN of XS1768717768 and a common code of 176871776, the Euro Rule 144A Global Note will have an ISIN of XS1768719467 and a common code of 176871946, the Dollar Regulation S Global Note will have an ISIN of XS1768717412 and a common code of 176871741 and the Euro Regulation S Global Note will have an ISIN of XS1768718733 and a common code of 176871873.

No Material Adverse Change

Except as disclosed in these listing particulars, there has been no significant change in our financial or trading position since December 31, 2016 and no material adverse change in our financial position or prospects since December 31, 2016.

Litigation

Except as disclosed in these listing particulars, neither we nor any of our subsidiaries are involved in any litigation, arbitration or administrative proceedings relating to amounts which, individually or in the aggregate, are material in the context of the issue of the Notes and, to the best of our knowledge, there are no such litigation, arbitration or administrative proceedings pending or threatened.

Guarantors

Note 32 to our consolidated audited financial statements incorporated by reference in these listing particulars presents condensed consolidating information for certain of our subsidiaries that guarantee our existing Senior Notes. Each of the Initial Guarantors is, directly or indirectly, a wholly-owned subsidiary of the Issuer.

CGG Holding B.V., a wholly-owned subsidiary of CGG S.A., is primarily engaged as a holding company of certain subsidiaries. As of September 30, 2017, CGG Holding B.V.'s registered office is at Bordewijklaan 58, 2591-XR, the Hague, the Netherlands, and its corporate seat (*statutaire zetel*) at Amsterdam, the Netherlands. CGG Holding B.V. had issued share capital of €469,051,200 as at September 30, 2017, divided into 4,690,512 shares, all of which were fully paid.

CGG Marine B.V., a wholly-owned subsidiary of CGG Holding B.V., is primarily engaged as an asset company owning all streamers used in our acquisition business lines. As of September 30, 2017, CGG Marine B.V.'s registered office is at Bordewijklaan 58, 2591-XR, the Hague, the Netherlands and its corporate seat (*statutaire zetel*) at Amsterdam, the Netherlands. CGG Marine B.V. had issued share capital of €75,918,000 as at September 30, 2017, divided into 759,180 shares, all of which were fully paid.

CGG Holding (U.S.) Inc., a wholly-owned subsidiary of CGG Holding B.V., is engaged as a holding company. CGG Holding (U.S.) Inc.'s registered office is at 1209 Orange Street, Wilmington, Delaware, 19801, United States of America. CGG Holding (U.S.) Inc. had issued share capital of US$1 as at September 30, 2017, divided into 100 shares, all of which were fully paid.

CGG Services (U.S.) Inc., a wholly-owned subsidiary of CGG Holding (U.S.) Inc., is primarily engaged in acquiring marine seismic data in U.S. waters for third parties on a contract basis, acquiring, processing and licensing marine multi-client library data, and processing seismic data for third parties. CGG Services (U.S.) Inc.'s registered office is at 1209 Orange Street, Wilmington, Delaware, 19801, United States of America. CGG Services (U.S.) Inc. had issued share capital of US$100 as at September 30, 2017, divided into 1,000 shares, all of which were fully paid.

CGG Land (U.S.) Inc., a wholly-owned subsidiary of CGG Services (U.S.) Inc., is primarily engaged in acquiring seismic data on land in the U.S. for third parties on a contract basis and acquiring and licensing U.S. land multi-client library data. CGG Land (U.S.) Inc.'s registered office is at 1209 Orange Street, Wilmington, Delaware, 19801, United States of America. CGG Land (U.S.) Inc. had issued share capital of US$5,000 as at September 30, 2017, divided into 5,000 shares, all of which were fully paid.

Viking Maritime Inc., a wholly-owned subsidiary of CGG Services (U.S.) Inc., was primarily engaged in chartering, as charterer, and operating seismic and support vessels. Viking Maritime Inc.'s registered office is at 1209 Orange Street, Wilmington, Delaware, 19801, United States of America. Viking Maritime Inc. had issued share capital of US$10 as at September 30, 2017, divided into 1,000 shares, all of which were fully paid. As of the date of these listing particulars, Viking Maritime Inc. is a dormant company.

Alitheia Resources Inc., a wholly owned subsidiary of CGG Services (U.S.) Inc., was primarily engaged in acquiring, exploring and marketing oil and gas properties in the Gulf of Mexico. Alitheia Resources Inc. had no operating revenues in the nine months ended September 30, 2017 and had no total assets as at September 30, 2017. Alitheia Resources Inc.'s registered office is at 1209 Orange Street, Wilmington, Delaware, 19801, United States of America. Alitheia Resources Inc. had issued share capital of US$10 as at September 30, 2017, divided into 1,000 shares, all of which were fully paid. As of the date of these listing particulars, Alitheia Resources Inc. is a dormant company.

APPENDIX 1 – FORM OF NOTICE

[The following notice shall be sent to the Luxembourg Stock Exchange via email to ost@bourse.lu*.]*

DATE: [●]

We hereby inform you of the issuance by CGG S.A. (the "Company"), of (i) US$[●] of additional Floating Rate / 8.5% PIK Second Lien Senior Secured Notes due 2024 and (ii) €[●] of additional Floating Rate / 8.5% PIK Second Lien Lien Senior Secured Notes due 2024 on [*date*] (the "Additional Notes") as payment for interest due on its Floating Rate / 8.5% PIK Second Lien Senior Secured Notes due 2024 originally issued on February 21, 2018 (the "Original Notes" and, together with the Additional Notes, the "Notes"), the terms of which are described in the Company's listing particulars dated February 21, 2018 (the "Listing Particulars"). With respect to Notes represented by one or more Global Notes, the Additional Notes will be issued by increasing the principal amount of the outstanding Global Notes, effective as of the applicable Interest Payment Date, by an amount equal to the amount of Additional Notes for the applicable Interest Period (rounded up to the nearest US$1).

The aggregate principal amount of the Company's Notes that are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF shall be increased on the soonest practicable date following receipt by the Luxembourg Stock Exchange of this notice in the following manner:

Notes represented:

(i) by a Section 1145 Global Note (ISIN No. XS1768718063, Common Code 176871806) shall be increased by US$[●];

(ii) by a Dollar Regulation S Global Note (ISIN No. XS1768717412, Common Code 176871741) shall be increased by US$[●]);

(iii) by a Euro Regulation S Global Note (ISIN No. XS1768718733, Common Code 176871873) shall be increased by €[●]);

(iv) by a Dollar Rule 144A Global Note (ISIN No. XS1768717768, Common Code 176871776) shall be increased by US$[●]); and

(v) by a Euro Rule 144A Global Note (ISIN No. XS1768719467, Common Code 176871946) shall be increased by €[●]).

Capitalized terms that are used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Listing Particulars.

Sincerely,

CGG S.A.

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