

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
ION GEOPHYSICAL CORPORATION, <i>et al.</i> , ¹)	Case No. 22-30987 (MI)
)	
Debtors.)	(Jointly Administered)
)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF
AN ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT**

Emergency relief has been requested. A hearing will be conducted on this matter on April 13, 2022 at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th floor, 515 Rusk Avenue, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing, or file a written response prior to the hearing. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number (if any), are: ION Geophysical Corporation (6646); I/O Marine Systems, Inc. (3230); ION Exploration Products (U.S.A.), Inc. (1394); and GX Technology Corporation (0115). The location of the Debtors' service address is 4203 Yoakum Blvd., Suite 100, Houston, Texas 77006.

as follows in support of this application (this “Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), appointing Epiq Corporate Restructuring, LLC (“Epiq”) as the claims, noticing, solicitation, and administrative agent (the “Claims and Administrative Agent”), in accordance with the terms and conditions set forth in the Standard Services Agreement, effective as of December 18, 2021 (the “Engagement Agreement”), a copy of which is attached hereto as **Exhibit B**. In support of this Application, the Debtors submit the Declaration of Kathryn Tran in Support of Debtors’ Emergency Application for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent (the “Tran Declaration”), attached hereto as **Exhibit C**.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are 28 U.S.C. § 156(c), sections 105(a), 327, 328(a), 503 and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Bankruptcy Rules 2014(a), 2016, 6003, and 6004, and rules 2014-1

and 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Local Rules”).

Background

5. ION Geophysical Corporation (together with its Debtor and non-debtor subsidiaries, collectively, “ION”) is an innovative, asset light global technology company that delivers powerful data-driven decision-making offerings to offshore energy and maritime operations markets. Headquartered in Houston, Texas with regional offices around the world, ION operates through two key business segments—exploration and production technology and services and operations optimization. Within the technology segment, ION creates digital data assets on a proprietary and multi-client basis and delivers services to help exploration and production companies improve decision-making, reduce risk, and maximize value. The operations optimization segment develops mission-critical software and technology that enable operational control and optimization offshore. In that regard, ION provides survey design, command and control software systems and related services for marine towed seabed operations and develops intelligent hardware and devices to optimize operations.

6. On the date hereof, (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Mike Morrison, Executive Vice President and Chief Financial Officer of ION Geophysical Corporation, in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”),² filed contemporaneously with this Motion and incorporated by reference herein. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant

² Capitalized terms used but not otherwise defined in this Motion have the meanings ascribed to them in the First Day Declaration.

to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b).

Basis for Relief

7. The Debtors request entry of the Order appointing Epiq as the Claims and Administrative Agent for the Debtors, to, among other tasks: (a) serve as the noticing agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (b) provide computerized claims, objection, solicitation, and balloting database services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the chapter 11 cases, pursuant to the Engagement Agreement.

8. The appointment of Epiq as Claims and Administrative Agent will expedite the distribution of notices and the processing of claims, and the Office of the Clerk of the Bankruptcy Court for the Southern District of Texas (the "Clerk") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

9. Section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates pay the cost of such services. For all of the foregoing reasons, the Debtors believe that the retention of Epiq as the Claims and Administrative Agent is necessary and in the best interests of the Debtors, their estates, and their creditors. Furthermore, the Debtors submit that the fees and expenses that would be incurred by Epiq under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals. The terms of Epiq's retention are set forth in the Engagement Agreement.

10. Although the Debtors have not yet filed their schedules of assets and liabilities (“Schedules”) and statements of financial affairs (“Statements”), the Debtors anticipate that there will be thousands of persons and entities to be noticed and that many of these parties will file claims. In light of the number of anticipated notice parties and the complexity of the Debtors’ businesses, the appointment of Epiq as Claims and Administrative Agent will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes and is in the best interests of both the Debtors’ estates and creditors.

I. Epiq’s Qualifications

11. Epiq is one of the country’s leading chapter 11 administrators, with significant experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience providing services, including claims and administrative services, in matters comparable in size and complexity to these chapter 11 cases.

II. Services to Be Provided

12. This Application pertains to the work that Epiq will perform pursuant to section 327(a) of the Bankruptcy Code and under the Clerk’s delegation of duties pursuant to 28 U.S.C. § 156(c). Pursuant to the Engagement Agreement, Epiq will perform the following services (collectively, the “Claims and Administrative Services”) as the Claims and Administrative Agent, at the request of the Debtors or the Clerk, as well as all quality control relating thereto:³

³ The list of Claims and Administrative Services to be performed by Epiq is intended to be broad and certain services may not be necessary in the chapter 11 cases. Only those services that are requested by the Debtors and contemplated by the Engagement Agreement will be performed by Epiq.

- a. assist the Debtors with the preparation and distribution of all required notices and documents in the chapter 11 cases in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules in the form and manner directed by the Debtors and/or the Court, including, if applicable: (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors (if any) under section 341(a) of the Bankruptcy Code; (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Debtors' assets; (iv) notices of transfers of claims, notices of objections to claims, and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan or plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any chapter 11 plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors, Court, or Clerk may deem necessary or appropriate for an orderly administration of the chapter 11 cases;
- b. assist the Debtors with the preparation and filing or causing to be filed with the Clerk an affidavit or certificate of service for all notices, motions, orders, other pleadings, or documents served within seven business days of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;
- c. assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules and Statements, including (as needed): (i) coordinating with the Debtors and their advisors regarding the Schedules and Statements process, requirements, timelines, and deliverables; (ii) creating and maintaining databases for maintenance and formatting of Schedules and Statements data; (iii) coordinating collection of data from the Debtors and their advisors; and (iv) providing data entry and quality assurance assistance regarding Schedules and Statements;
- d. assist the Debtors with managing the claims reconciliation and objection process;
- e. maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party in interest or the Clerk;
- f. to the extent applicable, if a claims bar date is established, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify potential creditors of the existence, amount, and

classification of their respective claims as set forth in the Schedules (if applicable), which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- g. maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- h. process all proofs of claim received, including those received by the Clerk's office, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- i. maintain the official claims registers for the Debtors (the "Claims Registers") on behalf of the Clerk and upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in each of the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); and (vi) any disposition of the claim;
- j. provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- k. periodically file with the Court a notice of the list of claims that have been filed with Epiq;
- l. implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- m. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- n. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;
- o. upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- p. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed, and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

- q. identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- r. assist in the dissemination of information to the public and respond to requests for administrative information regarding the chapter 11 cases, as directed by the Debtors and/or the Court, including through the use of a case website and/or call center;
- s. thirty (30) days prior to the close of the chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Epiq and terminating Epiq's services upon completion of its duties and responsibilities and upon the closing of the chapter 11 cases;
- t. within at least seven (7) days before entry of an order closing the chapter 11 cases, Epiq shall reconcile all proofs of claim with the Court, to ensure that all claims received by Epiq are accounted for on the Claims Register.
- u. at the close of the chapter 11 cases, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14470 Townsend Rd., Philadelphia, PA 19154 or (B) any other location requested by the Clerk's office and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.
- v. coordinate publication of certain notices in periodicals and other media;
- w. to the extent necessary, distribute claim acknowledgement cards to creditors having filed a proof of claim or interest, as applicable;
- x. provide balloting, solicitation, and tabulation services, including prepare ballots, produce personalized ballots, assist in the production of solicitation materials, tabulate creditor ballots on a daily basis, prepare a certification of voting results, and provide court testimony with respect to balloting, solicitation, and tabulation matters;
- y. provide state-of-the-art call center facility and services, including (as needed): (i) create frequently asked questions, call scripts, escalation procedures and call log formats; (ii) record automated messaging; (iii) train call center staff; and (iv) maintain and transmit call logs to the Debtors and their advisors;
- z. create and maintain a public access website setting forth pertinent case information and allow access to electronic copies of proofs of claim or proofs of interest;

- aa. provide the Debtors with consulting and computer software support regarding the reporting and information management requirements of the bankruptcy administration process;
- bb. educate and train the Debtors in the use of support software, as necessary;
- cc. generate, assist with, and provide strategic communications advice, strategy, and expertise, as needed;
- dd. if requested by the Debtors, act as disbursing agent (to the extent such services are not performed by another agent) in connection with the distributions required under a confirmed chapter 11 plan; and
- ee. provide such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors, the Court, or the Clerk's office.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq. Epiq shall not employ any past or present employee of the Debtors for work that involves the chapter 11 cases.

14. Epiq shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without prior order of the Court.

15. Epiq will follow the notice and claims procedures that conform to the guidelines promulgated by the Clerk or as otherwise directed by the Court.

III. Professional Compensation

16. The Debtors propose to compensate Epiq on substantially the terms and conditions set forth in the Engagement Agreement, upon receipt of reasonably detailed invoices setting forth the services provided by Epiq during the prior month and the rates charged for such services performed.

17. The Debtors request that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Administrative Services, in accordance with the fee schedule appended thereto, be treated as administrative expenses of the Debtors' estates pursuant to

28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Agreement without further application to or order of the Court.

18. Epiq agrees to maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from the Court. Notwithstanding any provision to the contrary in the Engagement Agreement, the Court shall retain exclusive jurisdiction of any dispute related to the Engagement Agreement.

19. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$10,000.00, which Epiq applied to all prepetition invoices, and an additional payment of \$157,785.93 on account of prepetition invoices. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold such retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

IV. Disinterestedness

20. Epiq has reviewed its electronic database to determine whether it has any relationships with the Debtors’ creditors and parties in interest, and, to the best of the Debtors’ knowledge, information, and belief, and except as disclosed in the Tran Declaration, Epiq has

represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

21. In connection with its retention as Claims and Administrative Agent, Epiq represents in the Tran Declaration, among other things, that:

- a. Epiq, its members, and employees are not and were not, within two years before the date of the filing of the chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Administrative Agent in the chapter 11 cases;
- c. By accepting employment in the chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with the chapter 11 cases;
- d. In its capacity as the Claims and Administrative Agent in the chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Administrative Agent in the chapter 11 cases;
- f. Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- g. In its capacity as Claims and Administrative Agent in the chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Administrative Agent in the chapter 11 cases shall be at the expense of the Clerk.

22. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

23. To the extent that there is any inconsistency between this Application, the Order, or the Engagement Agreement, the Order shall govern.

V. Indemnification Provisions

24. As part of the overall compensation payable to Epiq under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification obligations as specifically enumerated in the Engagement Agreement. The Engagement Agreement contains Epiq's standard indemnification language with respect to Epiq's services including, but not limited to, the following:

- a. The Debtors agree to indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants, and employees (collectively, the "Indemnified Persons") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to the Engagement Agreement or Epiq's rendering of services pursuant thereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses to the extent resulting from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person.
- b. The Debtors and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which the Debtors are aware with respect to the services provided by Epiq under the Engagement Agreement.
- c. The indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Debtors, and shall survive termination of the Engagement Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

25. Epiq shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court after notice and a hearing.

26. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Epiq, or provide contribution or reimbursement to Epiq, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Epiq's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any); (b) for a contractual dispute in which the Debtors allege the breach of Epiq's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (d) settled prior to a judicial determination under (a) or (b), but determined by the Court, after notice and a hearing, to be a claim or expense for which Epiq should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by the Order.

27. The Debtors and Epiq believe that the indemnification provisions contained in the Engagement Agreement are customary and reasonable for Epiq and necessary to retain the services of a claims and administrative agent in the chapter 11 cases.

Emergency Consideration

28. The Debtors request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which allows this Court to grant relief within the first twenty-one (21) days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid

immediate and irreparable harm.” An immediate and orderly transition into chapter 11 is critical to the viability of the Debtors’ operations, and any delay in granting the relief requested could jeopardize the Debtors’ ability to restructure. The Debtors have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Application on an emergency basis in order to preserve the ongoing value of the Debtors’ estates.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

29. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

30. The Debtors will provide notice of this Motion to: (a) the United States Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors’ prepetition revolving credit facility and counsel thereto; (d) the indenture trustee for the Debtors’ 8.00% secured second priority notes and counsel thereto; (e) the indenture trustee for the Debtors’ 9.125% unsecured notes; (f) the United States Attorney’s Office for the Southern District of Texas; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the state attorneys general for states in which the Debtors conduct business; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors entry of the Order granting the relief requested herein and such other relief the Court deems appropriate under the circumstances.

Dated: April 12, 2022
Houston, Texas

WINSTON & STRAWN LLP

/s/ Katherine A. Preston

Katherine A. Preston (TX Bar No. 24088255)
800 Capitol St., Suite 2400
Houston, Texas 77002
Telephone: (713) 651-2600
Facsimile: (713) 651-2700
Email: kpreston@winston.com

and

Timothy W. Walsh (*pro hac vice* pending)
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6700
Facsimile: (212) 294-4700
E-mail: twwalsh@winston.com

and

Daniel J. McGuire (*pro hac vice* pending)
35 W. Wacker Drive
Chicago, Illinois 60601-9703
Telephone: (312) 558-3733
Facsimile: (312) 558-5700
Email: dmccguire@winston.com

Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Local Rule 9013-1(i).

/s/ Katherine A. Preston

Katherine A. Preston

Certificate of Service

I certify that on April 12, 2022, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Katherine A. Preston

Katherine A. Preston

Exhibit A

Order

of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized to employ and retain Epiq as Claims and Administrative Agent under the terms of the Engagement Agreement attached to the Application as modified by this Order.

2. Epiq is authorized and directed to perform the services as described in the Application, the Engagement Agreement, and this Order.

3. The Clerk shall provide Epiq with Electronic Case Filing ("ECF") credentials that allow Epiq to receive ECF notifications and file certificates and/or affidavits of service.

4. Epiq is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in the chapter 11 cases. Epiq shall maintain the official claims register(s) in the chapter 11 cases (the "Claims Register"). Epiq must make copies of all proofs of claim with attachments, if any, available to the public electronically without charge. Proofs of claim and all attachments may be redacted only as ordered by this Court.

5. Epiq shall provide the Clerk with a certified duplicate of the Claims Register upon request.

6. Epiq shall provide (a) an electronic interface for filing proofs of claim in the chapter 11 cases and (b) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

7. Epiq is authorized to take such other actions as are necessary to comply with all duties and the services set forth in the Application and Engagement Agreement.

8. The Debtors are authorized, but not directed, to compensate Epiq in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtors' estates.

12. The Debtors shall indemnify Epiq under the terms of the Engagement Agreement, as modified and limited by this Order. Notwithstanding the foregoing, Epiq is not indemnified for, and may not receive any contribution or reimbursement with respect to:

- a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.
- b. Any matter that is determined by a final order of a court of competent jurisdiction that arises from: (i) Epiq's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty; (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.
- c. This paragraph does not preclude Epiq from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

13. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal) or (b) the entry of an order closing the chapter 11 cases, Epiq believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Epiq must file an application therefor in this Court, and the Debtors may not pay any such amounts to Epiq before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Epiq for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Epiq. All parties in interest and the U.S. Trustee shall retain the right to object to any demand by Epiq for indemnification, contribution,

or reimbursement. If Epiq seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event the chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code and Epiq's representation would be necessary in the converted chapter 7 cases, Epiq shall continue to be paid in accordance with 28 U.S.C. § 156(c) under the terms set forth herein.

15. Epiq shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of this Court. In the event Epiq is unable to provide the services set out in this Order and/or the Engagement Agreement, Epiq will immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, cause all original proofs of claim and data to be turned over to such persons as directed by this Court.

16. After entry of an order terminating Epiq's services, upon the closing of the chapter 11 cases, or for any other reason, Epiq shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtors for such archiving services.

17. The Debtors and Epiq are authorized, but not directed, to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

18. In the event of any inconsistency between the Engagement Agreement, the Application, the Tran Declaration, and this Order, this Order shall govern.

19. This Court finds and determines that the requirements of Bankruptcy Rule 6003(b) are satisfied and that the relief is necessary to avoid immediate and irreparable harm.

20. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

21. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

22. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Epiq's services may be altered only on further order of this Court.

Houston, Texas
Dated: _____, 2022

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Engagement Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2023. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$10,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

ION Geophysical Corporation
2105 CityWest Blvd, Suite 100
Houston, Texas 77042
Attn: Mike Morrison

With a copy to:

Winston & Strawn LLP
35 W. Wacker Dr
Chicago, Illinois 60601
Attn: Daniel J. McGuire and Laura Krucks

11.11 Invoices sent to Client should be delivered to the following address:

ION Geophysical Corporation
2105 CityWest Blvd, Suite 100
Houston, Texas 77042
Attn: Mike Morrison

Email: Mike.Morrison@iongeo.com
ion.ap@iongeo.com

11.12 The “Effective Date” of this Agreement is December 18, 2021.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in blue ink, appearing to be 'B Tuttle', written over a horizontal line.

Name: Brad Tuttle
Title: General Manager

ION GEOPHYSICAL CORPORATION

A handwritten signature in blue ink, appearing to be 'Mike Morrison', written over a horizontal line.

By: _____
Name: Mike Morrison
Title: EVP & CFO



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
Clerical/Administrative Support	\$20.00 – \$45.00
IT / Programming	\$45.00 – \$70.00
Case Managers	\$70.00 – \$120.00
Consultants/ Directors/Vice Presidents	\$150.00
Solicitation Consultant	\$150.00
Executive Vice President, Solicitation	\$175.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL*
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

Exhibit C

Tran Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
ION GEOPHYSICAL CORPORATION, <i>et al.</i> , ¹)	Case No. 22-30987 (MI)
Debtors.)	(Jointly Administered)
)	

**DECLARATION OF KATHRYN TRAN IN SUPPORT
OF DEBTORS’ EMERGENCY APPLICATION FOR ENTRY OF
AN ORDER APPOINTING EPIQ CORPORATE RESTRUCTURING, LLC
AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT**

I, Kathryn Tran, under penalty of perjury, declare as follows:

1. I am a Consulting Director at Epiq Corporate Restructuring, LLC (“Epiq”), which maintains an office at 777 Third Avenue, Twelfth Floor, New York, New York, 10017. Except at otherwise noted in this declaration (this “Declaration”), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) *Debtors’ Emergency Application for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent* (the “Application”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number (if any), are: ION Geophysical Corporation (6646); I/O Marine Systems, Inc. (3230); ION Exploration Products (U.S.A.), Inc. (1394); and GX Technology Corporation (0115). The location of the Debtors’ service address is 4203 Yoakum Blvd., Suite 100, Houston, Texas 77006.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

3. As the Claims and Administrative Agent, Epiq will perform at the request of the Clerk the services specified in the Application and the Engagement Agreement, a copy of which is attached as **Exhibit B** to the Application. In addition, at the Debtors' request, Epiq will perform such other Claims and Administrative Services specified in the Application.

4. Epiq represents that:

- a. Epiq, its members, and employees are not and were not, within two years before the date of the filing of the chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Administrative Agent in the chapter 11 cases;
- c. By accepting employment in the chapter 11 cases, Epiq waives any rights to receive compensation from the United States government in connection with the chapter 11 cases;
- d. In its capacity as the Claims and Administrative Agent in the chapter 11 cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Administrative Agent in the chapter 11 cases;
- f. Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- g. In its capacity as Claims and Administrative Agent in the chapter 11 cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Administrative Agent in the chapter 11 cases shall be at the expense of the Clerk.

5. Epiq is a data processing firm that specializes in chapter 11 administration, consulting and analysis, including noticing, claims processing, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has assisted and advised numerous chapter 11 debtors in connection with noticing and claims administration and reconciliation. Epiq has provided identical or substantially similar services in other chapter 11 cases nationwide, including before this Court.³

6. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “Potential Parties in Interest”) in the chapter 11 cases. The list of Potential Parties in Interest, attached hereto, was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant equity holders, secured creditors, lenders, the Debtors’ thirty largest unsecured creditors on a consolidated basis, contract counterparties, landlords, vendors, insurers, utilities, governmental authorities, the U.S. Trustee and persons employed in the U.S. Trustee’s office. The results of the conflicts check were compiled and reviewed by Epiq professionals under my supervision. At this time, Epiq is not aware of any relationship that would present a disqualifying conflict of interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, administrative, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq’s neutral position as Claims and Administrative Agent or administrative advisor in the listed-party’s cases, or any other cases, Epiq does not view

³ Epiq has provided identical or substantially similar services in chapter 11 cases, including: *In re FTS Int’l, Inc.*, No. 20-34622 (DRJ) (Bankr. S.D. Tex. Sept. 22, 2020); *In re Noble Corp. plc*, No. 20-33826 (DRJ) (Bankr. S.D. Tex. July 31, 2020); *In re Denbury Res. Inc.*, No. 20-33801 (DRJ) (Bankr. S.D. Tex. July 30, 2020); *In re Rosehill Res. Inc.*, No. 20-33695 (DRJ) (Bankr. S.D. Tex. July 26, 2020); and *In re Cal. Res. Corp.*, No. 20-33568 (DRJ) (Bankr. S.D. Tex. July 15, 2020).

such relationships as real or potential conflicts. To the best of my knowledge, any such relationship is completely unrelated to the chapter 11 cases. Accordingly, to the best of my knowledge, Epiq and each of its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which Epiq will be employed.

7. To the best of my knowledge, and based upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as noticing, claims, balloting, or administrative advisor for another chapter 11 debtor. Epiq personnel may have relationships with some of the Debtors’ creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to the chapter 11 cases.

8. Epiq has and will continue to represent clients in matters unrelated to the chapter 11 cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the chapter 11 cases in matters unrelated to the chapter 11 cases. Epiq may also provide professional services to entities or persons that may be creditors or parties in interest in the chapter 11 cases, which services do not directly relate to, or have any direct connection with, the chapter 11 cases or the Debtors.

9. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is a wholly owned subsidiary of Document Technologies, LLC (“DTI”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“DTI Topco”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“OAC”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“OPE,” which together with OAC are referred to as “OMERS”), and funds managed by Harvest Partners, LP, (“Harvest”) a leading private equity investment firm.

11. Neither OMERS nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place: (a) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest, or the Parent Board Designees; (b) Epiq has not and will not furnish any material nonpublic

information about the Debtors to OMERS, Harvest, or the Parent Board Designees; (c) no OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files or client personnel; (d) no OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq's offices; (e) other than the Parent Board Designees, Epiq operates independently from OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (f) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of OMERS and Harvest against the Debtors and the list of Potential Parties in Interest provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no material connections that require disclosure. Because of any applicable securities laws and the fact that Epiq operates independently from OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the Potential Parties in Interest.

14. In addition, after the Petition Date, Epiq requested that both OMERS and Harvest search the names of the Debtors against OMERS' and Harvest's respective private equity investments. Based solely on the foregoing searches, Epiq has determined, to the best of its knowledge, that there are no material connections that require disclosure. To the extent Epiq learns of any material connections involving such entities and/or such investments with the Debtors, Epiq will promptly file a supplemental disclosure.

15. Other than as specifically noted herein, OMERS and Harvest may, in the ordinary course and from time to time, hold, control and/or manage loans to, or investments in, the Debtors and/or Potential Parties in Interest and/or may trade debt and/or equity securities in the Debtors and/or Potential Parties in Interest. In addition, other than as specifically noted herein, OMERS and Harvest also may have had, currently have, or may in the future have business relationships or other connections with the Debtors or other Potential Parties in Interest. Other than as specifically noted herein as to OMERS and Harvest, Epiq has not undertaken to determine the existence, nature and/or full scope of any business relationships or other connections that any OMERS or Harvest entity may have with the Debtors and their affiliates or the Potential Parties in Interest in the chapter 11 cases.

16. In performing the Claims and Administrative Services as described in the Application, Epiq will charge the rates set forth in the Engagement Agreement. These rates are at least as favorable as the prices Epiq charges in other cases in which the firm has been retained to perform similar services.

17. In addition, the indemnification provisions set forth in the Engagement Agreement reflect standard and customary terms of engagement contained in Epiq's engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.

18. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$10,000.00 and an additional payment of \$157,785.93 on account of prepetition invoices. Epiq seeks to first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Epiq may hold such retainer under the Engagement

Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

19. If appointed as Claims and Administrative Agent, Epiq will not (a) cease providing the Administrative Services during the chapter 11 cases for any reason, including nonpayment, without an order of the Court or (b) undertake any legal representation of the Debtors or provide any advice of a legal nature, outside the scope of the duties outlined in the Application, without prior order from the Court authorizing Epiq to do so.

20. Epiq will comply with all requests of the Clerk.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: April 12, 2022

EPIQ CORPORATE RESTRUCTURING, LLC

/s/ Kathryn Tran

By: Kathryn Tran

Title: Consulting Director

ION Geophysical Corporation
Potential Parties in Interest

SCHEDULE 1(a)

Debtor & Other Names Used in Past 8 Years

GX Technology Corporation
I/O Marine Systems Inc.
ION Exploration Products (USA), Inc.
ION Geophysical Corporation
Input-Output, Inc.

SCHEDULE 1(b)

Non-Debtor Affiliates

GX Geoscience Corporation S. de R.L. de C.V
"Inco" Industrial Components' s-Gravenhage BV
Commerce Secretaries Limited
Concept Systems Holdings Limited
Concept Systems Limited
GEOEX, GXT AND GGC Limited
GMG/AXIS, Inc.
GX Technology Australia Pty Ltd
GX Technology Canada Ltd
GX Technology EAME Limited
GX Technology Imaging Services Limited
GX Technology Poland Sp.zo.o
GX Technology Processamento De Dados, Ltda
GX Technology Sismica do Brasil Ltd
GX Technology Trinidad Limited
I/O Cayman Islands, Ltd.
I/O International Holdings, Ltd.
I/O International, Ltd.
I/O Luxembourg S.A.R.L.
I/O Marine Systems Limited
I/O UK Holdings Limited
INOVA Geophysical Equipment Limited
Integrated Legal Consultants
ION China Holdings, Limited
ION E&P Advisors, Inc.
ION EPA Holdings, Inc.
ION Geophysical CIS LLC
ION Geophysical Sdn. Bhd.

ION HPC Services Inc. k/n/a ION Digital Solutions
ION International Holdings, LP
ION International S.A.R.L
IPOP Management Inc.
OceanGeo B.V.
OceanGeo, Inc.
OceanGeo Ltd. f/k/a/ I/O UK Ltd.
Oceangeo Tecnologia de Exploracao de Reservatorios do Brasil EIRELI
Sensor Nederland BV

SCHEDULE 1(c)

Secured Holders / Lenders

U.S. Bank National Association
Gates Capital Management, Inc.
Cross Island Advisors, LLC
DuPont Pension Trust, by DuPont Capital Concise Capital Management, L.P.
Footprints Asset Management & Research, Inc.
Sabby Management, LLC
Cable Car Capital LLC
Wolverine Asset Management, LLC
Cadence Hill Capital Management, LLC
Centralis Capital LLC
CVI (Heights Capital Management;
Susquehanna International Group, LLC
Neuberger Berman Group LLC

SCHEDULE 1(d)

Indenture Trustees / Agents

UMB Bank, National Association
Wilmington Savings Fund Society, FSB
PNC Bank, National Association

SCHEDULE 1(e)

Banking Relationships

PNC Bank, National Association
Texas Capital Bank
Citibank, N.A.
Bank of China

SCHEDULE 1(f)

Significant Customers

ACREP S.A. Exploração Petrolifera
Aramco Services Company
ARGAS
BGP Geexplorer Pte Ltd (dba
EXPLOITER PTE LTD)
BGP Inc.
BHP Billiton
BP PLC
Bulwark
Cairn Energy PLC
Capricorn Oil Limited
CGG S.A.
Chevron
China National Petroleum Corporation
China Oilfield Services Limited
CHINA ORES(HK) LIMITED
CHINA PETROCHEMICAL
INTERNATIONAL (SHANGHAI) CO.,
LTD
Columbia University
DEA Deutsche Erdoel México
ENI Vietnam B.V.
Equinor
ExxonMobil
Fieldwood Energy E&P Mexico
FUGRO ENGINEERS BV
FUGRO GB (NORTH) MARINE LIMITED
FUGRO ITALY S.P.A.
FUGRO MEXICO SA DE CV
FUGRO NETHERLANDS MARINE BV
FUGRO SINGAPORE MARINE PTE LTD
Hokchi Energy
INOVA Geophysical, Inc.
Inova Systems Corporation
Lukoil
Magseis
OGF
OMV
Petroleo Brasileiro S.A.
Petronas
PetroRio
PGNiG (formally INEOS)
PGS ASA
PGS Geophysical AS

Polarcus (dba POLARCUS ASIAN
OPERATIONS PTE. LTD)
Prospector Pte Ltd
Qatar Petroleum
Racotech
SCF Novoship (C/O OOO "SCF GEO") &
(MASTER OF M/V VYACHESLAV
TIKHONOV)
Schlumberger Limited
Seabed Geosolutions SAS
SEISGADGET
SHANGHAI GEOPHYSICAL BRANCH
Shearwater
Shell UK Limited
Spirit (Spirit Production (Services) Limited)
Statoil
Talos
TGS-NOPEC Geophysical Company ASA
The Shipping Corporation of India Ltd.
Total E&P USA, Inc.
Total S.A.
TPAO (dba Turkish Petroleum Corporation)
TPIC (dba Turkish Petroleum International
Company Ltd)
Tri-Tech Ocean Limited
Turkish Petroleum International Company
Ltd
Vaalco Angola
Welshpool Printing Group Ltd
WGP Group Ltd
Wintershall

SCHEDULE 1(g)

Current and Former Directors & Officers

James M. Lapeyre Jr.
Mike McGovern
S. James Nelson Jr.
Gary Pittman
John Seitz
Zhang ShaoHua
Chris Usher
Michael Morrison
Dale Lambert
Matthew Powers
Ken Williamson
Robert Peebler

Frank Myers
David Barr
Hao Huimin
Tina Wininger
Zheng HuaSheng
Mark Doran
Brian Hanson
Chris Anderson
Mark Evans
Jacob Varghese
Debra Addington
Michael Collins
Sanjay Shenoy
Steve Bate
Scott Schwausch
Tim Dudley
Ahmed Ibrahim Nasr
Alistair Arnot
Andrew Phipps
Anil Dass
Anton Vladimirovich Stepin
Aznam Bin Shahmall
Cosme Peruzzolo
Ekua Francisco Ribeiro
GK Arora
Go ZhiGao
Ignatius Chambers
James Raffle
Jason Robinson
Jean-Marc McLean
Joaquin Alonso
Karel Wouters
KP Singh
Li Yang
Maj. Brijendra Singh
Ms. Choo Sook Fun
Nezar Abouismail
Nilo Cunha Furtada De Mendonca
Pascal Lipsky
Richard Forrest-Hill
Saharudin Bin Hussin
John Grant
Simon Stockwell
Stuart Darling
Terry Rooney
Viktor Schuh

Wang Qi
XuXi Dong
Yang Yi
Zhang Jian Fu
Joe Gagliardi
Sheila Rodermund

SCHEDULE 1(h)

Director Affiliations

Laitram L.L.C.
Sherwood Energy, LLC
Cactus, Inc
Nuverra Environmental Solutions
Fibrant LLC
Cal Dive International, Inc.
Helix Energy Solutions Group, Inc.
Arthur Andersen & Company
Apache Corporation
Oil States International, Inc.
W&T Offshore, Inc.
Genesis Energy LP
Quintana Maritime, Ltd
Opportune
Geokinetics Inc
Endeavour International Corporation
Anadarko Petroleum Company
American Geological Institute Foundation
Constellation Energy Partners LLC
BGP Inc.
China National Petroleum Corporation
Western Geophysical
Petroleum Geo-Services
Paradigm Geotechnology
Halliburton
Global Geophysical

SCHEDULE 1(i)

Insurance Providers

ACE American Insurance Company
Federal Insurance Company
U.S. Specialty Insurance Company
Greenwich Insurance Company
Beazley Insurance Co, Inc.
Endurance American Insurance Co
AXIS Insurance Company
Westco Insurance Co

Amwins Brokerage of Texas, Inc.
National Union Fire Insurance Company of
Pittsburgh, PA.
Lloyd's London
Lloyd's America, Inc.
Starr Indemnity & Liability Company
Zurich American Insurance Company
Chubb Global Casualty / ACE American
Insurance Company
Zurich Insurance plc, UK Branch
Chubb European Group SE
Euler Hermes North America Insurance
Company
The Travelers Indemnity Company of
Connecticut
The Charter Oak Fire Insurance Company
The Phoenix Insurance Company
USI Southwest Inc
IPFS Corporation

SCHEDULE 1(j)

Joint Venture Partners

INOVA Geophysical Equipment Limited
GX Technology Processamento De Dados
PGS ASA
PGS Geophysical AS

SCHEDULE 1(k)

Utilities

Windstream Communications
Zayo Group
Comcast Corporation
Entergy Corporation
Jefferson Parish Dept of Water
Atmos Energy Corporation
AT&T
Cox Communications
Republic Services DBA AWS New Orleans
Throne To Go

SCHEDULE 1(l)

Lienholders

City Blueprint and Supply Co. Inc.
Fire & Safety Commodities
Franatech Aquaculture GmbH
Kentwood Spring Water

Laitram, L.L.C.
Laitram Machine Shop, L.L.C.
Northlake Precision Inc.
Suntronic, Inc.
Teledyne Geophysical Instruments
Umbilicals International
Zinsel Glass & Mirror LLC
Bulwark Services Ltd.
Cxtec
Secutor Cybersecurity
Toppan Merrill LLC
Ponchartrain Mechanical
A & L Sales Inc.
Airgas USA, LLC
Applied Industrial Tech
Bird Precision Inc.
Cornell Dubilier
Ellsworth Adhesive System
Fischer Connectors Inc.
FS Precision Tech
Gavial ITC
GBP Direct
General Technics Inc.
Grainger, Inc.
Graphic Products
Krayden, Inc.
McMaster Carr Supply Co.
Molded Dimensions Inc.
Poche Welding
Portescap India Pvt. Ltd.
Pratt Industries
Resdel Corporation
The Seal Group At Wyatt Seal, Inc.
The Trustees Of Columbia University
Tracer Technologies Inc.
McMaster Carr Supply Co.
Reama, Inc.
Seamap Pte. Ltd.
Seis Gear, Inc
Teledyne Instruments Inc.
Racotech Geophysical Instruments Ltd.
Dell Corporation Ltd.
Luciad NV
Gateway Printing and Office Supply Inc.
Park Place Technologies
Xerox Financial Services

Pilot Freight Services
Key Storage
Maritima Del Mediterraneo S A U
Midland Paper Company
DHL Express USA Inc
United Parcel Service
TForce Freight
Digi-Key Corp.
Mouser Electronics Inc
UPS Supply Chain Solutions, Inc
Cole-Parmer Instrument Co
TTI, Inc.
Federal Express
Fedex
Hour Messenger
Air-Sea International Logistics, Inc.
Allied Electronics
Arrow Electronics Inc
Express Air Freight Unlimited, Inc.
Hardware Inc.
MSC Industrial Supply Co.
R & L Carriers
ULine
ACBL Transportation Services LLC
Greyco Seismic Personnel Services LLC
Hero Lands Company DbA 2800 Peters
Road LLC
Dell Financial Services L.L.C.
Hewlett-Packard Financial Services
Company
PNC Bank, National Association
KS Statebank
Data Sales Co., Inc.
Wells Fargo Financial Leasing, Inc.
Veristor Capital, LLC
UMB Bank, National Association
C T Corporation System
Jeffery Newton

SCHEDULE 1(m)

5% or More Equity Holders

Gates Capital Management

SCHEDULE 1(n)

Third-Party Administrators

UnitedHealthcare of Texas, Inc.

Life Insurance Company of North America
Gallagher Benefits Services Inc.
The Travelers Indemnity Company
UKG Inc.
Aetna Life and Casualty
UnitedHealthcare Global
Fidelity Management Trust Company

SCHEDULE 1(o)

Landlords

Richard Cook Limited
TPG-2101 CityWest 3 & 4, L.P.
Digital Greenspoint, L.P.
Market Center Investors LLC
David I. Oreck
UST Realty Company

SCHEDULE 1(p)

Material Contract Counterparties

Cobra Energy Services, S.A.
Dorsey & Whitney LLP
Houston NFL Holdings, L.P.
Bracewell LLP
Rosgeo
Dell entities
Salesforce Inc.
Administracion Nacional de Combustibles
Alcohol y Portland
Agencia Nacional de Hidrocarburos
Angola Geoscience Services, LDA (AGS)
Autoridade Nacional do Petroleo
BGP INC., China National Petroleum
Corporation
Comision Nacional de Hidrocarburos
Geoex International Ltd
Global Geophysical Service, LDA
Government of Barbados
Government of Grenada
Government of the Union of the Comoros
GWL Overseas Ltd.
Istituto di Scienze Marine
Istituto Nacional De Petroleo Republica De
Mocambique
Istituto Nazionale di Oceanografia e di
Geofisica Sperimentale
Mabon Limited

Ministere du Petrole et des Hydrocarbures
Ministry of Energy and Energy Industries
National Oil Corporation
National Petroleum Corporation of Namibia
(Proprietary) Limited
North African Geophysical Exploration
Company
Office Des Mines et des Industries
Strategiques
Petroleum Commission LTD
Republic of Congo
Republica de Panama - Secretaria de
Energia
Seismic Exchange, Inc.
Sociedade Nacional de Combustiveis de
Angola - Sonangol E.P.
Societe Nationale des Petroles du Congo
Tanzania Petroleum Development
Corporation
TGS Geophysical Company (UK) Limited
The Government of Kenya
University of Texas at Austin
Upstream Services, S.A.
Viking Geophysical Services, Ltd.
Shearwater Geoservices Limited
Joint-Stock Company
“Sevmorneftegeofizika ”

SCHEDULE 1(q)

Taxing & Regulatory Authorities

United States Bureau of Ocean Energy
Management
Texas Comptroller of Public Accounts
City and County of Denver
Jefferson Parish - Revenue and Tax
Louisiana Department of Revenue
Colorado Dept of Revenue
Internal Revenue Service
Delaware Secretary of State
Aldine ISD Tax Office
Alief ISD
Ann Harris Bennett, Harris County Tax
Assessor-Collector OK
Travis County Tax Office
Joseph Lopinto, Sheriff and Ex-Officio Tax
Collector

Servicio De Administracion Tributaria

SCHEDULE 1(r)

Litigation Counterparties

Directorate General of Hydrocarbons
WesternGeco, LLC
Dowell Schlumberger de Mexico S.A. de
C.V
Conselho Adminstrativo De Recursos
Fiscais

SCHEDULE 1(s)

Professionals

Patterson & Sheridan LLP
Deloitte Tax LLP
Blank Rome LLP
Ropes & Gray LLP
O’Melveny & Myers
Winston & Strawn LLP
Perella Weinberg Partners LLP
FTI Consulting, Inc.
Grant Thornton LLP
Pryor Cashman LLP

SCHEDULE 1(t)

**U.S. Trustee Personnel, Judges, and
Court Contacts**

Chief Judge David R. Jones
Albert Alonzo
Vriana Portillo
John Patouhas
Judge Christopher Lopez
Rosario Seldona
Kimberly Picota
Judge Marvin Isgur
LinhThu Do
Tyler Laws
Judge Jeffrey P. Norman
Mario Rios
Tracey Conrad
Judge Eduardo V. Rodriguez
Jeannie Chavez
Ana Castro
Nathan Ochsner (Clerk of the Court)
Kevin M. Epstein, US Trustee
Millie Aponte Sall, Assistant U.S. Trustee

Alicia Barcomb, Trial Attorney
Jacqueline Boykin, Legal Data Technician
Alethea Caluza, Paralegal Specialist
Hector Duran, Trial Attorney
Ivette Gerhard, Secretary
Brian Henault, Bankruptcy Analyst
Luci Johnson-Davis, Paralegal Specialist
Omar E. Jones, Auditor
Linda Motton, Paralegal Specialist
Ha Nguyen, Trial Attorney

Glenn Otto, Bankruptcy Analyst
Yasmine Rivera, Auditor
Jayson B. Ruff, Trial Attorney
Patricia Schmidt, Legal Assistant
Christy Simmons, Bankruptcy Analyst
Gwen Smith, Legal Assistant
Stephen Statham, Trial Attorney
Christopher R. Travis, Trial Attorney
Clarissa Waxton, Bankruptcy Analyst
Jana Whitworth, Trial Attorney