

ENTERED

October 10, 2023

Nathan Ochsner, Clerk

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

-----X
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In re: : Chapter 11

:

ION GEOPHYSICAL CORPORATION, *et al.*,¹:

:

: Case No. 22-30987 (MI)

:

Debtors. : (Jointly Administered)

:

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**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE ORDER**

This Stipulated Confidentiality Agreement and Protective Order (“Order”) is entered into by and among: (a) Wilmington Savings Fund Society, FSB, solely in its capacity as plan administrator (the “Plan Administrator”) for the above-captioned debtors (collectively, the “Debtors”), through its counsel Seward & Kissel LLP, and; (b) National Oil Corporation (“NOC”), through its counsel Curtis, Mallet-Prevost, Colt & Mosle LLP. Each of the entities identified in the foregoing clauses (a) and (b) shall be referred to herein individually as a “Party,” and, together, as the “Parties.”

Recitals

WHEREAS, On April 12, 2022, the Debtors each filed voluntary petitions in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) seeking relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

¹ The Debtors in these chapter 11 cases (the “Cases”), along with the last four digits of each Debtor’s federal tax identification number, 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.

WHEREAS, on August 25, 2022, the Bankruptcy Court entered an order [Docket No. 692] (the “Confirmation Order”) confirming the *First Amended Joint Chapter 11 Plan of ION Geophysical Corporation and its Debtor Affiliates* [Docket No. 688] (with all supplements and exhibits thereto, the “Plan”).

WHEREAS, the Effective Date of the Plan occurred on September 12, 2022.

WHEREAS, pursuant to the Plan and Confirmation Order, the Plan Administrator is responsible for carrying out and implementing all of the provisions of the Plan on behalf of the Debtors, including reviewing and reconciling all Claims asserted against the Debtors (including, but not limited to, Administrative Expense Claims, Other Secured Claims, Other Priority Claims, and General Unsecured Claims) and making distributions on account of Allowed Claims.

WHEREAS, on July 27, 2023, the Plan Administrator filed the *Plan Administrator’s Objection to Unliquidated Claims Asserted By National Oil Corporation (Claim No. 10261)* [Docket No. 874] (the “Objection”), which NOC timely opposed giving rise to a contested matter (the “Disputes”);²

WHEREAS, the Parties have sought and/or may seek additional Discovery Material (as defined below) from one another with respect to one or more Disputes, including through informal requests or service of document requests, interrogatories, depositions, and other discovery requests (collectively “Discovery Requests”) as provided by the Federal Rules of Civil Procedure (the “Federal Rules”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”);

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Objection.

NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of Discovery Material (as defined below), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material (as defined below) that a Party seeks to maintain as confidential, the Parties stipulate and agree as follows:

1. The Parties hereby submit this Order to the Court for approval. The Parties shall abide by and be bound by the terms of this Order.

2. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines stated herein shall be computed pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure.

Scope of Order

3. This Order applies to all information, documents and things exchanged in, or subject to, discovery or provided in response to a diligence request, either by a Party (a “Producing Party”) to any other Party (a “Receiving Party”), formally or informally, in response to or in connection with any Discovery Requests or diligence requests, including without limitation deposition testimony, interviews, documents, data and other information (collectively, “Discovery Material”).

Designating Discovery Material

4. Any Producing Party may designate Discovery Material as “Confidential Material” or “Advisors’-Eyes Only” (any such Discovery Material, “Designated Material”) in accordance with the following provisions:

- (a) Confidential Material: A Producing Party may designate Discovery Material as “Confidential” if such Producing Party’s counsel believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or contains nonpublic, proprietary, commercially sensitive, or confidential technical, business, financial, personal or other information of a nature that can be protected under Federal Rule 26(c) or Bankruptcy Rules 7026 or 9018; or is subject by law or by contract to a legally protected right of privacy; or the Producing Party is under a preexisting obligation to a

third-party to treat as confidential; or the Producing Party has in good faith been requested by another Party or non-Party to so designate on the grounds that such other Party or non-Party considers such material to contain information that is confidential or proprietary to such Party or non-Party.

- (b) Advisors’-Eyes Only Material: A Producing Party may designate Discovery Material as “Advisors’-Eyes Only” if such Producing Party’s counsel believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material is of such a nature that a risk of competitive injury would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 10 of this Order, which may include certain trade secrets, sensitive financial or business information, or material prepared by its industry professionals, advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the signatories to this Order in connection with the Disputes, and only to the extent that the Producing Party’s counsel believes in good faith that such material is of such a nature that “Advisors’-Eyes Only” treatment is warranted.

5. Manner of Designation: Where reasonably practicable, any Designated Material shall be designated by the Producing Party as such by marking every such page “Confidential” or “Advisors’-Eyes Only” as applicable. Such markings should not obliterate or obscure any of the content of the material that is produced. Where marking every page of such materials is not reasonably practicable, a Producing Party may designate material as “Confidential” or “Advisors’-Eyes Only” by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production that such material is “Confidential” or “Advisors’-Eyes Only.” Inclusion of the words “Confidential” or “Advisors’-Eyes Only” in the file names of any native file documents shall be deemed to comply with this requirement.

6. Designation of Written Discovery Material: Where Designated Material is produced in the form of a written response to a request for written discovery (including, without limitation, written responses to interrogatories), the Producing Party may designate such material by imprinting “Confidential” or “Advisors’-Eyes Only” as applicable before the written response, or by informing the Receiving Party in writing in a clear and conspicuous manner at the time of

production that such material is “Confidential” or “Advisors’-Eyes Only.” The designation of Discovery Material as “Confidential” or “Advisors’-Eyes Only,” regardless of the medium or format of such Designated Material or the method of designation as provided for herein, shall constitute a representation by the Producing Party that there is a good-faith basis for that designation.

7. Late Designation of Discovery Material: The failure to designate particular Discovery Material as “Confidential” or “Advisors’-Eyes Only” at the time of production shall not operate to waive a Producing Party’s right to later designate such Discovery Material as Designated Material or later apply another designation pursuant to this Order (“Misdesignated Material”) so long as a claim of confidentiality is asserted within 30 days after discovery of the inadvertent failure. At such time, arrangement will be made for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall take all reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. Notwithstanding the foregoing, no Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court or otherwise made publicly available (other than in violation of this Order), no Party shall be bound by such later designation except to the extent

determined by the Court upon motion of the Party or non-Party that failed to make the designation. Any Party that believes it would be prejudiced by a later designation may seek relief from the Court from the treatment of the material in accordance with that later designation, but unless and until such relief is granted such Party will treat the Misdesignated Material as it has been newly designated. The burden of proving the necessity of a late confidentiality designation remains with the party seeking the designation.

Use and Disclosure of Confidential or Advisors'-Eyes Only Material

8. General Limitations On Use And Disclosure Of All Discovery Material: All Discovery Material, whether Designated Material or non-Designated Material, shall be used by the Receiving Parties solely for the purposes of the Disputes and, and not for any other purpose, including any business, competitive, governmental, commercial, or administrative purpose or function.

9. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) counsel for the Parties in the Disputes and regular or temporary employees and service vendors of such counsel (including outside copying and litigation support services), in each case only as necessary to assist with or make decisions with respect to the Disputes;
- (b) the Parties and the directors, officers, and employees of the Parties who are assisting counsel in the Disputes, in each case only as necessary to assist with or make decisions with respect to the Disputes;
- (c) professionals, industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the signatories to this Order in connection with the Disputes, in each case only as necessary to assist with or make decisions with respect to the Disputes, and provided such individuals or entities are provided a copy of this Order and confirm in writing that they will be bound thereby;
- (d) any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting;

- (e) witnesses, noticed or subpoenaed, either at a deposition, through other Discovery Requests, or in court proceedings, and the witness's counsel, to the extent that such disclosure is reasonably necessary for the proceedings or the resolution of the Disputes, provided that the witness is provided a copy of this Order and confirms in writing that they will be bound thereby. Those witnesses or deponents who are shown Confidential Material shall not be allowed to retain copies unless such witness or deponent is a professional as set forth in Paragraph 9(c) of this Order;
- (f) court reporters, stenographers, or videographers who record testimony in connection with the Disputes; and
- (g) the Court, its officers and clerical staff in any judicial proceeding that may result from the Disputes.

10. Advisors'-Eyes Only Material: Advisors'-Eyes Only Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- (a) outside counsel for the Parties and regular or temporary employees and service vendors of such counsel (including outside copying and litigation support services), in each case only as necessary to assist with or make decisions with respect to the Disputes;
- (b) professionals, industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the signatories to this Order in connection with the Disputes, in each case only as necessary to assist with or make decisions with respect to the Disputes, and provided such individuals or entities are provided a copy of this Order and confirm in writing that they will be bound thereby;
- (c) court reporters, stenographers, or videographers who record testimony in connection with the Disputes;
- (d) the Court, its officers and clerical staff in any judicial proceeding that may result from the Disputes; and
- (e) witnesses being questioned, either at a deposition or in court proceedings, and the witness's counsel, where the witness is indicated on the face of the document to have been an author, addressee or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting, in each case only to the extent such disclosure is reasonably necessary for the proceedings or the resolution of the Disputes, provided that the witness is provided a copy of this Order and confirms in writing that they will be bound thereby. Those witnesses or deponents who

are shown Advisors'-Eyes Only Material shall not be allowed to retain copies.

11. Sealing of Designated Material Filed With Or Submitted To the Court: Unless otherwise agreed by the Producing Party or ordered by a court of competent jurisdiction, all Designated Material filed with the Court, and all portions of pleadings, motions or other papers filed with the Court that disclose Designated Material, shall be filed under seal in accordance with the Federal Rules, the Bankruptcy Rules, and the Local Rules.

12. Use of Discovery Material in Open Court: Counsel for any Party shall confer on such procedures as are necessary to protect the confidentiality of Confidential Material or Advisors'-Eyes Only Material used in the course of any Court proceeding, and in the event counsel cannot agree on such procedures, the question shall be submitted to the Court.

Depositions

13. Deposition—Manner of Designation: In the case of depositions, if counsel for a Party believes that a portion of the testimony should be Designated Material of such Party, such testimony may be designated as appropriate by:

- (a) Stating so orally on the record and requesting that the relevant portion(s) or entire transcript of testimony is so designated; or
- (b) Providing written notice within three (3) business days of the Party's receipt of the final transcript from the court reporter that the relevant portion(s) or entirety of such transcript or video of a deposition thereof is so designated. If a hearing or pleading deadline on related issues is scheduled to occur in such close proximity to a deposition that a three-day period is not practical, notice shall be given at the deposition or as soon as practical thereafter. Such written notice shall, in all circumstances, be provided at least one (1) calendar day before any such hearing on related issues. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of or the entire transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 17 below. Until expiration of the aforesaid three (3) business-day period following receipt of the transcript by the Parties, all deposition transcripts and videotapes shall be considered and treated as Advisors'-Eyes Only unless otherwise agreed on the record at the deposition.

14. Designated Material Used as Exhibits during Depositions: Nothing in Paragraph 13 shall apply to or affect the confidentiality designations of Discovery Material entered as exhibits at depositions.

15. Witness Review of Deposition Testimony: Nothing in Paragraphs 13 or 14 shall preclude the witness from reviewing his or her deposition transcript and accompanying exhibits.

16. Presence of Certain Persons During Designated Deposition Testimony: When Designated Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall be excluded from the portion of the deposition so designated.

17. Responsibilities and Obligations of Court Reporters: In the event that testimony is designated as Confidential or Advisors'-Eyes Only, the court reporter shall be instructed to include on the cover page of each such transcript the legend: "This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith" and each page of the transcript shall include the legend "Confidential" or "Advisors'-Eyes Only," as appropriate. If the deposition is videotaped, the videotape shall also be subject to the same level of confidentiality as the transcript and include the legend "Confidential" or "Advisors'-Eyes Only," as appropriate, if any portion of the transcript itself is so designated.

GENERAL PROVISIONS

18. This Order is a procedural device intended to protect Discovery Materials designated as Confidential or Advisors'-Eyes Only. Nothing in this Order shall affect any Party's or non-Party's rights or obligations unrelated to the confidentiality of Discovery Materials.

19. Nothing contained herein shall be deemed a waiver or relinquishment by any Party of any objection, including but not limited to, any objection concerning the alleged confidentiality, the designation of Designated Material, or proprietary nature of any documents, information, or data requested by a Party, any right to object to any discovery request, or any right to object to the

admissibility of evidence on any ground, or to seek any further protective order, or to seek relief from the Court or any other applicable court from any provision of this Order by motion on notice on any grounds.

20. Unauthorized Disclosure of Designated Material: In the event of a disclosure by a Receiving Party of Designated Material to persons or entities not authorized by this Order to receive such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon learning of the disclosure, immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Order, immediately make reasonable efforts to recover the disclosed Designated Material as well as preclude further review, dissemination, or use by the person or entity to whom the disclosure was made, and immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the disclosed Designated Material and ensure against further review, dissemination, or use thereof. Disclosure of Designated Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

21. Timing of Objections to Designated Material: A Receiving Party shall not be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Receiving Party to challenge the designation by a Producing Party of Discovery Materials as “Confidential” or “Advisors’-Eyes Only” during the discovery period shall not be a waiver of that Receiving Party’s right to object to the designation at an evidentiary hearing or trial. If a Receiving Party challenges the propriety of a confidentiality designation, the burden of proving the necessity of a confidentiality designation remains with the party asserting confidentiality. The Designated

Material shall be treated as designated by the Producing Party unless and until the Court orders the removal of the “Confidential” or “Advisors’ Eyes Only” designation from any Discovery Materials so designated subject to the provisions of this Order. The Parties agree to meet and confer in good faith to resolve any objections before seeking judicial intervention.

22. Inadvertent Production of Privileged Discovery Material: Pursuant to Federal Rule of Evidence 502(d), and Federal Rule of Civil Procedure 26(b)(5)(B), made applicable hereto by Federal Rules of Bankruptcy Procedure 7026 and/or 9014, the disclosure of documents or information containing privileged information or information constituting attorney work product or otherwise protected from disclosure, whether inadvertent, unintentional, or otherwise (the “Mistakenly Produced Documents”), shall not constitute a waiver of the privilege or protection in these Disputes or any state or federal proceeding. This Order shall be interpreted to provide the maximum protection allowed under Federal Rule of Evidence 502(d) and Federal Rule of Civil Procedure 26(b)(5)(B). Nothing herein is intended to or shall serve to limit a Party’s right to conduct a review of documents, electronically stored information, or other information (including metadata), for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Upon the written request from the Producing Party that specifies any Mistakenly Produced Documents, the Receiving Party must, within three (3) business days, destroy such Mistakenly Produced Documents to the maximum extent practicable, inclusive of all copies, and any information derived therefrom, regardless of whether the Receiving Party agrees with the assertion of privilege or protection. The Receiving Party may move to compel production of a copy of the document(s) should it challenge the designation of privilege or protection.

23. Use of Non-Confidential Material: To the extent that any Receiving Party has documents or information that (i) were already in its possession at the time the same document or

information is received from a Producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (ii) are received or become available to a Receiving Party on a non-confidential basis, not in violation of an obligation of confidentiality to any other person; (iii) were independently developed by such Receiving Party without violating its obligations hereunder; or (iv) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person, including a Receiving Party (collectively “Non-Confidential Material”), nothing in this Order shall limit a Receiving Party’s ability to use Non-Confidential Material in a deposition, hearing, trial or otherwise in connection with the Disputes, or otherwise. Nothing in this Order shall affect the obligation of any Receiving Party to comply with any other confidentiality agreement with, or undertaking to, any other person or Party, including, but not limited to, any confidentiality obligations arising from agreements entered into prior to the Disputes.

24. Obligations Following Conclusion of the Disputes: Within 90 days of the resolution of the Disputes, including all appeals as to all Parties, unless otherwise agreed to by the Parties or ordered by a court, the Parties shall take all reasonable steps to return to counsel for the respective Producing Party, or to destroy, all Designated Material, and all copies thereof in the possession of any person, except that counsel may retain for its records (i) a copy of the Designated Material, (ii) their work product; (iii) a copy of court filings, transcripts, deposition/examination recordings, deposition/examination exhibits, expert reports, and; (iv) exhibits introduced at any hearing or trial. A Receiving Party may retain Designated Material that is auto-archived or otherwise “backed up” on electronic management and communications systems or servers, or as may be required for regulatory recordkeeping purposes or as may be required by applicable law; provided that such retained documents will continue to be treated as consistent with the provisions in this Order. If a

Receiving Party chooses to take all reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Designated Material remains confidential, the terms of this Order shall remain binding, and nothing herein shall abridge any Party's right or obligation to comply with applicable law regarding the maintenance and disclosure of any Designated Material.

25. Continuing Applicability of Confidentiality Agreement and Stipulated Protective Order: The provisions of this Order shall survive the final resolution of the Disputes for any retained Designated Material. The final termination of the Disputes shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Designated Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

26. Amendment of Confidentiality Agreement and Stipulated Protective Order: Upon good cause shown, and on notice to all Parties and all Producing Parties, any Party may move to amend the provisions of this Order at any time or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

27. Disclosure of Designated Material in Other Proceedings: Nothing in this Order will prevent any Receiving Party from producing a Producing Party's Designated Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided that such Receiving Party (i) shall notify the Producing Party within three (3) business days of receipt of such process or demand (unless such notice is prohibited by applicable law, rule, or regulation). Upon receiving such

notice, the Producing Party will bear the burden to oppose compliance with the subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

28. Use of Designated Material by Producing Party: Nothing in this Order affects the right of any Producing Party to use or disclose its own Designated Material in any way.

29. Obligations of Parties: Nothing herein shall relieve a Party of its obligations under the Federal Rules, the Bankruptcy Rules, the Federal Rules of Evidence, and the Local Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with the Disputes.

30. Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Disputes and, in the course thereof, relying on examination of Designated Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that violates the restrictions or procedures set forth herein.

31. Material Non-Public Information: Any Receiving Party acknowledges that by receiving Designated Materials it may be receiving material non-public information about companies that issue securities and that the determination as to whether it has received material non-public information shall be the sole responsibility of such receiving entity. For the avoidance of doubt, the Producing Party is under no obligation to designate or mark, or cause to be designated or marked, any Designated Material that may be determined to constitute material non-public information.


32. Entire Agreement: This Order constitutes the entire agreement among the Parties pertaining to the use and disclosure of Discovery Material in connection with the Disputes and supersedes prior agreements and understandings pertaining to that subject matter, it being

understood that any restrictions, limitations, or protections concerning confidentiality or non-disclosure in a prior written agreement shall continue to be in full force and effect, notwithstanding the terms of this Order.

33. Enforcement: The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Court.

34. Notice: When notice is permitted or required by the provisions hereof, such notice shall be in writing, directed to the undersigned counsel of the Party to receive such notice, at the corresponding addresses or email addresses indicated below, or to counsel of any non-Party receiving such notice. Notice shall be delivered by first-class mail, Federal Express (or an equivalent delivery service), hand delivery, or email, and shall be effective upon receipt.

Signed: October 10, 2023


Marvin Isgur
United States Bankruptcy Judge

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Respectfully Submitted,

New York, NY
Dated: October 6, 2023

SEWARD & KISSEL LLP

By: /s/ John R. Ashmead

John R. Ashmead
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Counsel to the Plan Administrator

Respectfully Submitted,

**CURTIS, MALLET-PREVOST,
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By: /s/ Jerrold L. Bregman

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Counsel to National Oil Corporation

United States Bankruptcy Court
Southern District of Texas

In re:
ION Geophysical Corporation
I/O Marine Systems, Inc.
Debtors

Case No. 22-30987-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

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Date Rcvd: Oct 10, 2023

Form ID: pdf002

Total Noticed: 33

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 12, 2023:

Recip ID	Recipient Name and Address
db	+ GX Technology Corporation, 4203 Yoakum Blvd., Suite 100, Houston, TX 77006, UNITED STATES 77006-5455
db	+ I/O Marine Systems, Inc., 5000 River Road, Harahan, LA 70123, UNITED STATES 70123-5314
db	+ ION Exploration Products (USA) Inc., 4203 Yoakum Blvd., Suite 100, Houston, TX 77006, UNITED STATES 77006-5455
db	+ ION Geophysical Corporation, 4203 Yoakum Blvd., Suite 100, Houston, TX 77006-5455
aty	+ Mette Kurth, Culhane Meadows PLLC, 3411 Silverside Rd, Ste 104-13, Wilmington, DE 19810-4812
intp	+ Alexandros Kessarlis, 4908 North Kentucky Ave, Chicago, IL 60630-2577
cr	+ Angola Geoscience Service, 5555 West Loop South, Suite 235, Houston, LA 77401-2112
cr	+ Anthony Boncimino, 800 Rathbun Ave, Staten Island, NY 10309-2409
cr	+ Cobra Acquisition Services, SA and Cobra Cayman, L, c/o Law Office of Tom Kirkendall, 2 Violetta Ct, The Woodlands, TX 77381-4550
cr	+ David Oreck LLC, 147 Carondelet Street, New Orleans, LA 70130, UNITED STATES 70130-2586
cr	+ Digital Greenspoint LP, c/o Reich Reich & Reich, P.C., 235 Main Street, Suite 450, White Plains, NY 10601-2421
cr	+ Edmond Halltari, 5 Totman Dr, Apt 5, Woburn, MA 01801-5436
intp	+ Exion LLC, 2018 Morse Street, Houston, TX 77019-6115
intp	+ Fairfield Industries Incorporated, 60 East 42nd Street, 55th Floor, New York, NY 10165-0035
cr	+ Geophysical Pursuit, Inc. and Seismic Exchange Inc, c/o Jackson Walker LLP, Attn: Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900
intp	+ Infor (US), LLC, c/o Alston & Bird LLP, Attn: Jared M. Slade, Chase Tower, 2200 Ross Avenue, Suite 2300 Dallas, TX 75201-2728
cr	+ Journyx, Inc., 303 Colorado Street, Suite 2300, Austin, TX 78701, UNITED STATES 78701-0021
intp	+ Kenneth Williamson, 2018 Morse Street, Houston, TX 77019-6115
intp	+ PKY-2101 CITYWEST 3&4, LP, Michael S. Held, Jackson Walker LLP, 2323 Ross Avenue, Suite 600 Houston, TX 75201-2725
cr	Patrick Morin, 438 Cote St, Ottawa Ontario, CA K1K1A5
intp	Sercel Holding SAS, 16 rue de Bel Air, 44470 Carquefou, FRANCE
intp	+ TGS ASA, c/o Bradley, Attn: James B. Bailey, 1819 Fifth Avenue North, Birmingham, AL 35203-2120
cr	+ The Government of Barbados, c/o Chamberlain Hrdlicka, Attention: Jarrod B. Martin, 1200 Smith Street, Suite 1400 Houston, TX 77002-4496
cr	+ The Trustees of Columbia University in the City of, 80 Claremont Ave. 4th Floor, MC 9606, New York City, NY 10027-5747
intp	+ WesternGeco, LLC, c/o John Baay, Suite 4800, 701 Poydras Street, New Orleans, LA 70139-7756

TOTAL: 25

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Oct 10 2023 21:45:00	ALDINE, ALDINE INDEPENDENT SCHOOL DISTRICT, LEGAL DEPARTMENT, 2520 W.W. Thorne Blvd., Houston, TX 77073, UNITED STATES 77073-3406
cr	+ Email/Text: ahochheiser@mauricewutscher.com	Oct 10 2023 21:44:00	AmTrust North America, Inc. on behalf of Wesco Ins, c/o Maurice Wutscher LLP, 23611 Chagrin Blvd. Suite 207, Beachwood, OH 44122-5540
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Oct 10 2023 21:44:00	Cypress Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Oct 10 2023 21:44:00	Fort Bend County, Linebarger Goggan Blair &

District/off: 0541-4
Date Rcvd: Oct 10, 2023

User: ADIuser
Form ID: pdf002

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			Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Oct 10 2023 21:44:00	Harris County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: schristianson@buchalter.com	Oct 10 2023 21:44:00	Oracle America, Inc., Buchalter, A Professional Corporation, c/o Shawn M. Christianson, 425 Market St., Suite 2900, San Francisco, CA 94105-2491
cr	^ MEBN	Oct 10 2023 21:42:53	Texas Comptroller of Public Accounts, Revenue Acco, Courtney J. Hull, P.O. Box 12548, Austin, TX 78711-2548
cr	+ Email/Text: BKECF@traviscountytx.gov	Oct 10 2023 21:44:00	Travis County, c/o Jason A. Starks, P.O. Box 1748, Austin, TX 78767-1748

TOTAL: 8

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Winston & Strawn LLP
intp		Ad Hoc Group of First Lien Lenders and Second Lien
cr		Alief Independent School District
fa		AlixPartners, LLP
cr		Apache Corporation
cr		Apache Energy Ltd.
cr		Apache Kenya Ltd.
cr		Apache Suriname Corp LDC
cr		BGP Inc.
cr		BGP Offshore
intp		Bradford Capital Management, LLC
stkhld		Carmine Ballistreri
cr		Chevron U.S.A. Inc.
cr		Chris Corona
cr		Christopher Corona, US
cr		Citibank, N.A.
acc		Deloitte Tax LLP
cr		Directorate General of Hydrocarbons, Government of
op		Epiq Corporate Restructuring, LLC
fa		FTI Consulting, Inc.
cr		INOVA Geophysical, Inc.
cr		Instituto Nacional de Petroleo of Mozambique
cr		Life Insurance Company of North America
cr		MGAI LLP
cr		National Oil Corporation
cr		Official Committee of Unsecured Creditors of ION G
cr		PGS Exploration (UK), Ltd.
cr		PGS Geophysical AS
op		Perella Weinberg Partners LP
cr		Shearwater GeoServices Limited
cr		Starr Indemnity & Liability Company
cr		Stephanie Aleixo
cr		TOTAL Entities
intp		The Board of Directors of Ion Geophysical Corporat
cr		Triton Data Services, Inc.
cr		USI Insurance Services, LLC
cr		USI Southwest, Inc.
cr		United States
intp		Wilmington Savings Fund Society, FSB, as Plan Admi
cr		Wilmington Savings Fund Society, FSB, as Trustee f

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User: ADIuser

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TOTAL: 40 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 12, 2023

Signature: /s/Gustava Winters**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 10, 2023 at the address(es) listed below:

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Aaron James Power	on behalf of Creditor Chris Corona apower@porterhedges.com egarfias@porterhedges.com;ysanders@porterhedges.com
Anthony Foster Pirraglia	on behalf of Creditor Citibank N.A. anthony.pirraglia@hklaw.com, Julie.warren@hklaw.com;hope.daniels@tklaw.com;gale.williams-gattis@tklaw.com
Bradley Roland Foxman	on behalf of Interested Party Sercel Holding SAS bfoxman@velaw.com sbarden@velaw.com;eneuman@velaw.com
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Catherine V. LoTempio	on behalf of Interested Party Wilmington Savings Fund Society FSB, as Plan Administrator lotempio@sewkis.com, managingclerkoffice@sewkis.com
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Daniel J McGuire	on behalf of Debtor ION Exploration Products (USA) Inc. dmguire@winston.com
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TOTAL: 81