

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

In re	§	
	§	Chapter 11
	§	
GLOBAL GEOPHYSICAL SERVICES, LLC, et al.¹	§	
	§	Case No. 20306
	§	
Debtors.	§	Jointly Administered
	§	
	§	

**NOTICE OF CONFIRMATION OF JOINT PREPACKAGED CHAPTER 11 PLAN AND
OPT-OUT INSTRUCTIONS FOR PLAN RELEASES**

**TO: ALL HOLDERS OF CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS)
AND CLASS 8 (PARENT INTERESTS)**

PLEASE TAKE NOTICE THAT on September 19, 2016, the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) confirmed the first amended joint prepackaged chapter 11 plan of liquidation (the “Plan”) of Global Geophysical LLC and certain of its affiliates, as debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”). A copy of the Plan may be obtained upon request of the Debtors’ counsel at the address specified below and is on file with the Clerk of the Bankruptcy Court, 1133 N. Shoreline Blvd., Corpus Christi, TX 78401, where it is available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan is also available for inspection on the Bankruptcy Court’s website at <http://www.txs.uscourts.gov>, or free of charge on the Debtors’ restructuring website at <http://cases.primeclerk.com/globalgeo>.²

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains the following release provisions (the “Releases”):

Releases by Holders of Claims and Interests. *Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases,*

¹ The Debtors in these chapter 11 cases are: Global Geophysical Services, LLC (7582); Global Geophysical Services, Inc. (4281); Global Geophysical EAME, Inc. (2130); GGS International Holdings, Inc. (2420); Global Ambient Seismic, Inc. (2256); Autoseis, Inc. (5224); Autoseis Development Company (9066); and Global Geophysical (MCD), LLC (a disregarded entity for tax purposes).

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

agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all claims (as such term "claim" is defined in section 101(5) of the Bankruptcy Code), obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Liquidating Companies, the Chapter 11 Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Liquidating Companies, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Chapter 11 Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents (including the Plan Documents), against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 8.3(c) be construed as a release of any (i) Intercompany Claim or (ii) Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 8.3(b) and (c), which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such releases are (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein, (ii) in the best interests of the Debtors and all holders of Claims and Interests, (iii) fair, equitable, and reasonable, (iv) approved after due notice and opportunity for hearing, and (v) a bar to any of the Releasing Parties asserting any claim or cause of action released by the Releasing Parties against any of the Debtors, the other Released Parties or their respective property.

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including without limitation, any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including without limitation, any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including without limitation, any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including without limitation, any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Liquidating Companies arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (A) discharges, releases, or precludes any environmental liability that is not a claim (as that term is defined in the Bankruptcy Code), or any environmental claim (as the term "claim" is defined in the Bankruptcy Code) of a governmental unit that arises on or after the Effective Date; (B) releases the Debtors or the Liquidating Companies from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (C) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Liquidating Companies; or (D) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

Released Parties means each of, and solely in its capacity as such: (a) the Debtors; (b) the First Lien Agent; (c) the First Lien Lenders; (d) all Second Lien Lenders that do not submit Opt-Out Notices by the Voting Deadline; (e) the Second Lien Agent; (f) the DIP Lenders; (g) the DIP Agent; (h) the holders of General Unsecured Claims that do not submit Opt-Out Notices by the Opt-Out Deadline; (i) holders of Interests that do not submit Opt-Out Notices by the Opt-Out Deadline; and (j) with respect to each of the foregoing entities in clauses (a) through (i), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

Releasing Party means each of, and solely in its capacity as such, (a) the First Lien Agent; (b) the First Lien Lenders; (c) all Second Lien Lenders that do not submit Opt-Out Notices by the Voting Deadline; (d) the DIP Lenders; (e) the DIP Agent; (f) the holders of Unimpaired Claims; (g) the holders of General Unsecured Claims that do not submit Opt-Out Notices by the Opt-Out Deadline; (h) holders of Interests that do not submit Opt-Out Notices by the Opt-Out Deadline; and (i) with respect to the foregoing entities in clauses (a) through (h), such entity's current affiliates, subsidiaries, officers, directors, principals, members, employees,

agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equityholders, partners and other professionals.

PLEASE TAKE FURTHER NOTICE THAT as a holder of a claim in Class 5 (General Unsecured Claims) or Class 8 (Parent Interests), you may opt out of the Releases by following these instructions:

Release Opt-Out Instructions

1. Review the information provided in the Opt-Out Form provided below.
2. If you intend to opt-out of the Release, check the box on the Opt-Out Form, provide the information requested by the Opt-Out Form, sign the Opt-Out Form, and return the Opt-Out Form in the enclosed preaddressed, postage prepaid envelope as directed or via first-class mail, overnight courier, or hand delivery to:

<p>Global Geophysical Services Opt-Out Processing C/O Prime Clerk, LLC 830 Third Avenue, 3rd Floor New York, New York 10022</p>
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3. **Opt-Out Forms must be received no later than October 10, 2016 at 4:00 p.m. (prevailing Central Time) (the “Opt-Out Deadline”).** If your form is received after the Opt-Out Deadline, or you do not return an Opt-Out Form, you will be deemed to have accepted the Releases.

4. If you are completing the Opt-Out Form on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth in the attached mailing label or if no such mailing label is attached to the Opt-Out Form. At the Debtors’ discretion, you may be requested to provide proof of your authority to complete the Opt-Out Form on behalf of the claim holder.

5. If you have received a damaged Opt-Out Form, have lost your Opt-Out Form, or if you have any questions concerning the Opt-Out Form, please contact the Voting Agent by phone at (855) 388-4578 (toll free) or (917) 877-5961 (international) or by email at ggsballots@primeclerk.com.

OPT-OUT FORM

The undersigned, the holder of a Class 5 General Unsecured Claim or Class 8 Parent Interests Claim:

Elects to Opt Out OF THE RELEASES IN SECTION 8.3 OF THE PLAN

Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

E-mail

Date Completed

PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED ON THIS OPT-OUT FORM. PLEASE READ AND FOLLOW THE INSTRUCTIONS SET FORTH HEREIN CAREFULLY. PLEASE COMPLETE, SIGN, DATE, AND RETURN THIS OPT-OUT FORM AS DIRECTED BELOW SO THAT THE OPT-OUT FORM IS ACTUALLY RECEIVED BY THE VOTING AGENT BY **OCTOBER 10, 2016 AT 4:00 P.M. (PREVAILING CENTRAL TIME).**

Please return the Opt-Out Form in the enclosed envelope or via first class mail, overnight courier or hand deliver to:

**Global Geophysical Services Opt-Out Processing
C/O Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, New York 10022**