

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2000-02-04**
SEC Accession No. **0000895345-00-000068**

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

GENERAL GEOPHYSICS CO

CIK: **1037962** | IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-52749** | Film No.: **524529**
SIC: **1382** Oil & gas field exploration services

Business Address
*1 RUE LEON MIGAUX
91341 MASSY FRANCE 10
00000
3316447300*

FILED BY

BEACON GROUP ENERGY INVESTMENT FUND II LP

CIK: **1094006** | IRS No.: **133982906** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D**

Mailing Address
*399 PARK AVENUE
NEW YORK NY 10022*

Business Address
*399 PARK AVENUE
NEW YORK NY 10022
2123390126*

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
AMENDMENT NO. _____*

COMPAGNIE GENERALE DE GEOPHYSIQUE

(Name of Issuer)

ORDINARY SHARES OF NOMINAL VALUE FF 10 EACH

(Title of Class of Securities)

[NONE]**

(CUSIP Number)

CHARLES M. NATHAN, ESQ.
FRIED, FRANK, HARRIS, SHRIVER & JACOBSON
ONE NEW YORK PLAZA
NEW YORK, NEW YORK 10004
(212) 859-8000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

DECEMBER 13, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [] .

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss.240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting

person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

** The CUSIP Number for the American Depositary Shares, each representing one fifth of one Ordinary Share of nominal value FF 10 each, is 204386106.

13D

CUSIP No. None

Page 2 of 11 Pages

1 NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

ENERGY FUND II GP, LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF 7 SOLE VOTING POWER

SHARES 1,777,071

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY EACH

REPORTING 9 SOLE DISPOSITIVE POWER

PERSON WITH 1,777,071

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,777,071

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) []
EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

19.17%

14 TYPE OF REPORTING PERSON*

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

13D

CUSIP No. None

Page 3 of 11 Pages

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

BEACON ENERGY INVESTORS II, LP

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [x]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF 7 SOLE VOTING POWER
SHARES 1,777,071
BENEFICIALLY 8 SHARED VOTING POWER
OWNED BY EACH
REPORTING 9 SOLE DISPOSITIVE POWER
PERSON WITH 1,777,071
10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,777,071

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) []
EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
19.17%

14 TYPE OF REPORTING PERSON*
OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
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(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

13D

CUSIP No. None

Page 4 of 11 Pages

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

THE BEACON GROUP ENERGY INVESTMENT FUND II, L.P.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [x]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF 7 SOLE VOTING POWER

SHARES 1,748,620

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY EACH

REPORTING 9 SOLE DISPOSITIVE POWER

PERSON WITH 1,748,620

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,748,620

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) []
EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

18.86%

14 TYPE OF REPORTING PERSON*

PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

13D

CUSIP No. None

Page 5 of 11 Pages

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

CGG INVESTORS LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF 7 SOLE VOTING POWER
SHARES 1,748,620

BENEFICIALLY 8 SHARED VOTING POWER
OWNED BY EACH 0

REPORTING 9 SOLE DISPOSITIVE POWER
PERSON WITH 1,748,620

10 SHARED DISPOSITIVE POWER
0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,748,620

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) []
EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
18.86%

14 TYPE OF REPORTING PERSON*

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

13D

CUSIP No. None

Page 6 of 11 Pages

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

GF LTD. TRANSACTION PARTNERSHIP, L.P.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

NUMBER OF 7 SOLE VOTING POWER

SHARES 28,451

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY EACH 0

REPORTING 9 SOLE DISPOSITIVE POWER

PERSON WITH 28,451

10 SHARED DISPOSITIVE POWER

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

28,451

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) []
EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
.31%

14 TYPE OF REPORTING PERSON*
PN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D relates to the Ordinary Shares of nominal value FF 10 each (the "Ordinary Shares") of Compagnie Generale de Geophysique, a company organized under the laws of the Republic of France (the "Issuer"). The principal executive offices of the Issuer are located at 1, rue Leon Migaux, 91341 Massy, France.

ITEM 2. IDENTITY AND BACKGROUND.

This statement is filed by Energy Fund II GP, LLC, Beacon Energy Investors II, LP, The Beacon Group Energy Investment Fund II, L.P., CGG Investors LLC and GF Ltd. Transaction Partnership, L.P. (collectively the "Reporting Persons").

(a) -- (b) The information required to be filed in response to paragraphs (a) and (b) of Item 2 with respect to the Reporting Persons is set forth on Schedule I.

(c) The information required to be filed in response to paragraph (c) of Item 2 with respect to the Reporting Persons is as follows:

1. Energy Fund II GP, LLC is the general partner of Beacon Energy Investors II, LP. The principal business of Energy Fund II GP, LLC is to serve as general partner of Beacon Energy Investors II, LP. The Beacon Group, LLC is the sole member of Energy Fund II GP, LLC.
2. Beacon Energy Investors II, LP is the general partner of GF Ltd. Transaction Partnership, L.P. and the general partner of The Beacon Group Energy Investment Fund II, L.P. The principal business of Beacon Energy Investors II, LP is to

serve as general partner of GF Ltd. Transaction Partnership, L.P. and general partner of The Beacon Group Energy Investment Fund II, L.P.

3. The Beacon Group Energy Investment Fund II, L.P. is the managing member of CGG Investors LLC and is principally engaged in making investments.
4. CGG Investors LLC is principally engaged in holding an investment interest in the Issuer.
5. GF Ltd. Transaction Partnership, L.P. is principally engaged in making investments.

(d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any of such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws of finding any violation with respect to such laws.

(f) The information required to be filed in response to paragraph (f) of Item 2 with respect to the Reporting Persons is set forth on Schedule I.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Reporting Persons acquired beneficial ownership of an aggregate of 1,777,071 Ordinary Shares for an aggregate amount of \$81,780,000. All the funds required for the purchases came from capital contributions from the investors in The Beacon Group Energy Investment Fund II, L.P. and GF Ltd. Transaction Partnership, L.P.

ITEM 4. PURPOSE OF THE TRANSACTION.

The Reporting Persons acquired the Ordinary Shares reported herein solely for the purpose of investment. The Reporting Persons may make additional purchases or dispositions of Ordinary Shares either in the open market or in private transactions depending on the Issuer's business, prospects and financial condition, the market for the Ordinary Shares, general economic conditions, money and stock market conditions and other future developments.

The Subscription Agreement, dated as of October 23, 1999, between The Beacon Group Energy Investment Fund II, L.P. and the Company, pursuant to which The Beacon Group Energy Investment Fund II, L.P. agreed to purchase from the Company, and the Company agreed to sell to The Beacon Group Energy Investment Fund II, L.P., the Ordinary Shares, requires the Company to use

its best efforts to cause two individuals that have been previously agreed upon by The Beacon Group Energy Investment Fund II, L.P. and the Company to be nominated by the board of directors of the Company for purposes of election by the shareholders to the Company board of directors. [Such individuals have been elected to the Company's board of directors.]

The foregoing description of the Subscription Agreement is not intended to be complete and is qualified in its entirety by the complete text of such Subscription Agreement, all of which is incorporated herein by reference. The Subscription Agreement is filed as Exhibit 1 hereto.

Except as disclosed in this Item 4, none of the Reporting Persons have any plans or proposals which relate to or would result in the transactions listed in paragraphs (a) - (i) of Item 4.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) The aggregate number and percentage of the Ordinary Shares beneficially owned by each of the Reporting Persons are set forth on the cover pages of this Statement on Schedule 13D, and such information is incorporated herein by reference.

(b) The number of Ordinary Shares as to which there is sole power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or direct the disposition for the Reporting Persons is set forth on the cover pages of this Statement on Schedule 13D, and such information is incorporated herein by reference.

(c) There have been no reportable transactions with respect to the Ordinary Shares within the last 60 days by each of the Reporting Persons except for the acquisition of beneficial ownership of Ordinary Shares being reported on this Schedule 13D.

(d) The investors in The Beacon Group Energy Investment Fund II, L.P. and GF Ltd. Transaction Partnership, L.P. have the right to receive dividends from, and the proceeds from the sale of, the respective Ordinary Shares reported by such persons on the cover pages of this Statement on Schedule 13D. No such investor has such right with respect to more than 5% of the Ordinary Shares.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Concurrently with the purchase of the securities reported hereunder, the Issuer and The Beacon Group Energy Investment Fund II, L.P. entered into a Registration Rights Agreement, dated December 13, 1999 (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, among other things, the Issuer has granted to The Beacon Group Energy Investment Fund II, L.P. demand rights to cause the Issuer to

register under the Securities Act of 1933, as amended, the Ordinary Shares held by The Beacon Group Energy Investment Fund II, L.P. and its affiliates, and unlimited "piggyback" registration rights (in each case subject to certain limitations).

The foregoing description of the Registration Rights Agreement is not intended to be complete and is qualified in its entirety by the complete text of such Registration Rights Agreement, all of which is incorporated herein by reference. The Registration Rights Agreement is filed as Exhibit 2 hereto.

The Reporting Persons have entered into an Agreement of Joint Filing (the "Agreement of Joint Filing"), dated as of the date hereof, pursuant to which the parties thereto have agreed to file jointly this Schedule 13D.

The foregoing description of the Agreement of Joint Filing is not intended to be complete and is qualified in its entirety by the complete text of such Agreement of Joint Filing, all of which is incorporated herein by reference. The Agreement of Joint Filing is filed as Exhibit 3 hereto.

Except as disclosed in this Item 6, none of the Reporting Persons, nor, to the best of their knowledge, any of their directors or executive officers, are parties to any contract, arrangement, understanding or relationship (legal or otherwise) with respect to the securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

EXHIBIT

NO.	DESCRIPTION OF EXHIBIT
-----	------------------------

- | | |
|---|--|
| 1 | Subscription Agreement, dated as of October 23, 1999 by and between Compagnie Generale de Geophysique and The Beacon Group Energy Investment Fund II, L.P. |
| 2 | Registration Rights Agreement, dated December 13, 1999 by and between Compagnie Generale de Geophysique and The Beacon Group Energy Investment Fund II, L.P. |
| 3 | Agreement of Joint Filing |
| 4 | Power of Attorney |

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 4, 2000

ENERGY FUND II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

BEACON ENERGY INVESTORS II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

THE BEACON GROUP ENERGY INVESTMENT FUND II, L.P.

By: Beacon Energy Investors II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

CGG INVESTORS LLC

By: The Beacon Group Energy Investment Fund II, L.P.

By: Beacon Energy Investors II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

GF LTD. TRANSACTION PARTNERSHIP, L.P.

By: Beacon Energy Investors II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

* A Power of Attorney authorizing John MacWilliams to act on behalf of Energy Fund II GP, LLC is filed herewith as Exhibit 4.

SCHEDULE I

NAME -----	STATE OF INCORPORATION -----	BUSINESS ADDRESS -----
The Beacon Group, LLC	Delaware	399 Park Avenue New York, New York 10022
Beacon Energy Investors II GP, LLC	Delaware	399 Park Avenue New York, New York 10022
Beacon Energy Investors II, LP	Delaware	399 Park Avenue New York, New York 10022
The Beacon Group Energy Investment Fund II, L.P.	Delaware	399 Park Avenue New York, New York 10022
CGG Investors LLC	Delaware	1717 South Boulder Avenue Tulsa, Oklahoma 74119
GF Ltd. Transaction Partnership, L.P.	Delaware	1717 South Boulder Avenue Tulsa, Oklahoma 74119

INDEX TO EXHIBITS

EXHIBIT NO. -----	DESCRIPTION OF EXHIBIT -----
1	Subscription Agreement, dated as of October 23, 1999 by and between Compagnie Generale de Geophysique and The Beacon Group Energy Investment Fund II, L.P.
2	Registration Rights Agreement, dated December 13, 1999 by and between Compagnie Generale de Geophysique and The Beacon Group Energy Investment Fund II, L.P.
3	Agreement of Joint Filing

EXHIBIT 1

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made as of October 23, 1999, by and between Compagnie Generale de Geophysique, a French societe anonyme (the "Company"), and The Beacon Group Energy Investment Fund II, L.P., a Delaware limited partnership (the "Purchaser").

WITNESSETH:

WHEREAS, the Company wishes to sell to the Purchaser and the Purchaser wishes to purchase from the Company newly issued ordinary shares of the Company upon the terms and conditions set forth herein.

ACCORDINGLY, the parties hereto hereby agree as follows:

ARTICLE 1

SUBSCRIPTION FOR ORDINARY SHARES

1.1 Issuance and Sale of Shares

Subject to the terms and conditions set forth herein, the Company agrees to issue to the Purchaser on the Closing Date (as hereinafter defined) a number of its ordinary shares, par value FRF 10 per share (the "Shares"), determined by multiplying (x) the amount (rounded to the fourth decimal point) determined by dividing the euro equivalent of USD 87,000,000 (the "Initial Subscription Amount") calculated at the noon buying rate as quoted by the Federal Reserve Bank of New York on the Business Day immediately preceding the Closing Date by the arithmetic average of the Market Price per share of the Company's ordinary shares on each of the 20 Trading Days immediately prior to the date hereof by (y) the amount determined by dividing (i) the sum of the arithmetic average of the Market Price per share of the Company's ordinary shares, ex-droit preferentiel de souscription ("DPS"), and the arithmetic average of the Market Price per DPS of the Company's DPSs, in each case on each of the Trading Days included within the subscription period for the Rights Offering (as defined in Article 5.4) during which the ordinary shares, ex-DPS, and the DPSs are simultaneously listed (the "Subscription Period") by (ii) the arithmetic

average of the Market Price per share of the Company's ordinary shares, ex-DPS, on each of the Trading Days included within the Subscription Period, rounded up to the nearest whole share. The subscription price per Share including the issuance premium (prime d'emission) thereof (the "Subscription Price") shall be determined by dividing the Initial Subscription Amount by the number of Shares to be issued by the Company pursuant to the previous sentence, rounded to the nearest euro cent. For purposes of this Article 1.1, "Market Price" means the closing price (cours de cloture) of the Company's ordinary shares or droits preferentiels de souscription ("DPSs"), as applicable, on the Trading Day concerned as published by ParisBourseSBF S.A. (the "Paris Bourse") in La Cote Officielle, and "Trading Day" means a day on which the Paris Bourse is open for the general trading of securities.

Issuance and Sale of Additional Shares

Subject to the terms and conditions set forth herein, at the option of the Purchaser as notified to the Company in writing at least two Business Days prior to the Closing Date, the Purchaser may purchase on the Closing Date up to an additional number of the Company's ordinary shares, par value FRF 10 per share, determined by dividing the difference, if positive, between 90,000,000 euros and the gross proceeds before underwriters' fees and commissions received by the Company pursuant to the Rights Offering, up to a maximum of 15,000,000 euros (the "Additional Subscription Amount"), by the Subscription Price (the "Additional Shares"). The notice provided by the Purchaser to the Company pursuant to this Article 1.2 shall set forth the number of Additional Shares the Purchaser shall so purchase. The definition of "Shares" shall include the Additional Shares for all purposes of this Agreement, other than Article 1.1 hereof; it being understood that the total number of Shares issued pursuant to Sections 1.1 and 1.2 shall not exceed 1,875,000.

1.3 Closing Date

The closing of the subscription for the Shares (the "Closing") shall take place at 10:00 a.m. Paris time on the Business Day following the date on which the last condition precedent set forth in Articles 4.1 and 4.2 shall have been satisfied or waived, at the offices of Fried, Frank, Harris, Shriver & Jacobson, 7 rue Royale, 75008 Paris, France, or at such other time and place as the parties hereto shall agree in writing. The date of the Closing is hereinafter referred to as the "Closing Date".

1.4 Closing Deliveries

On the Closing Date, the Purchaser shall execute a subscription form (bulletin de souscription) in the form attached as Exhibit A hereto and shall pay by way of wire transfer to the account of the Company notified to the Purchaser in writing at least three Business Days prior to the Closing

(the "Company Bank Account") at the bank, acting as depositary with respect to the issuance of the Shares (the "Bank"), the subscription price for the Shares. Upon evidence of such wire transfer and issuance by the Bank of the corresponding "certificat du depositaire des fonds", the Company will register the Shares in book-entry form in the name of the Purchaser or will cause Banque Neuflyze, Schlumberger, Mallet to register the Shares in the name of the Purchaser in order to comply with the registration formalities required to obtain double voting rights pursuant to the Company's statuts. The Shares issued to the Purchaser hereunder will, at the time of their issuance, be registered for trading on the Paris Bourse. Accordingly, the Company shall comply with applicable regulations, including Regulation No. 98-01 of the French Commission des Operations de Bourse (the "COB"), and the rules and instructions of the Paris Bourse, related to such registration. On the Closing Date, each of the parties hereto shall duly execute and deliver a registration rights agreement (the "Registration Rights Agreement") substantially in the form of Exhibit B hereto.

1.5 Allocation of the Shares

The Company and the Purchaser agree that the Purchaser may cause the following entities (the "Purchaser Entities"), of which the Purchaser is the general partner or managing member, to subscribe for and purchase the Shares on the Closing Date in the place of the Purchaser. The Purchaser anticipates that the Purchaser Entities will subscribe for and purchase the Shares in the percentages indicated below:

GF Ltd. Transaction Partnership, L.P.	1.59%
CDPQ Transaction Partnership, L.P.	10.59%
CGG Investors, LLC	87.82%.

The Purchaser may change such allocation by written notice to the Company at least two Business Days prior to the Closing Date. Upon the purchase by any Purchaser Entity of Shares, such Purchase Entity shall have all the rights and obligations with respect thereto as the Purchaser hereunder. The Purchaser shall remain liable, subject to the terms and conditions of this Agreement, to purchase any Shares not purchased by the Purchaser Entities pursuant to this Article 1.5.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date as follows:

that the Company and the subsidiaries of the Company, of which the Company holds directly or indirectly, more than 51% of the voting rights and/or share capital or which are under the common control of the Company and

another Person (individually a "Subsidiary", and collectively, the "Subsidiaries"), are duly organized and validly existing under the laws of their jurisdictions of incorporation and are in good standing (to the extent such concept exists) under such laws, and conduct their activities in compliance with all laws applicable to them; that they have all rights, power and authority to own their assets and conduct their activities as described in the Information Documents (as defined below); that the members of their boards of directors (or equivalent governing bodies), and their presidents or managers, as the case may be, have been regularly appointed and carry out their respective functions in compliance with all applicable laws;

that it has all rights, powers and authority to enter into this Agreement and the Registration Rights Agreement and, subject to the Shareholders Meeting Approval and the Acknowledgment (each as defined below), to consummate the transactions contemplated hereby and thereby. As of the date hereof, all corporate actions on the part of the Company, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Company, the authorization, issuance and delivery of the Shares and the performance of the Company's obligations hereunder and thereunder have been taken other than (i) the authorization to increase the Company's share capital and to waive the shareholders' preemptive rights (droits preferentiels de souscription) in favor of the Purchaser and consequently to issue the Shares, which authorization and waiver must be granted at an extraordinary general meeting of the Company's shareholders (the "Shareholders Meeting Approval"); (ii) the acknowledgment of the final subscription price for the Shares by the Company's board of directors (the "Acknowledgment") and (iii) receipt of the Antitrust Approvals (as defined in clause (d) below). Following receipt of the Shareholders Meeting Approval, the Acknowledgment and the "certificat du depositaire des fonds", the Shares will be validly issued and fully paid and the Purchaser will have valid and negotiable title thereto free and clear of any liens, encumbrances or defects other than any liens, encumbrances or defects created by the Purchaser. Upon receipt of the Shareholders Meeting Approval and the Acknowledgment, the issuance of the Shares to the Purchaser will not violate or give rise to any preemptive rights or rights of first refusal on behalf of any Person;

that this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms. Upon its due execution and delivery by the Company in accordance with Article 1.4, the Registration Rights Agreement will constitute a legal, valid and binding obligation of the Company, enforceable in accordance with its terms;

(d) that no consent, approval, authorization or order of, or designation, declaration or filing with, any governmental authority or court is required for the valid execution and delivery by the Company of this Agreement and the Registration Rights Agreement, the issuance of the Shares, or the consummation of any other transactions contemplated hereby or thereby

except (i) where the failure to obtain any such consent, approval or authorization or to make such filing would not have a Material Adverse Effect (as defined in clause (f) below) and (ii) for any notification or filing requirement under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and any filing with the European Commission or any member of the European Union (collectively, the "Antitrust Approvals");

(e) that there are no legal, administrative or arbitration proceedings or any claims pending against it or any of the Subsidiaries or, to its knowledge, any threat of any legal, administrative or arbitration proceedings or claims which could result in a substantial deterioration in its financial condition or in that of its Subsidiaries taken as a whole, or which could affect the performance by the Company of this Agreement or the issuance of the Shares; that the outstanding legal, administrative or arbitration proceedings to which the Company or any of the Subsidiaries is a party or which might affect their assets or property which are not disclosed in the Information Documents, including disputes arising in the normal course of business, are not likely, taken as a whole, to have a Material Adverse Effect as defined in clause (f) below;

(f) that the consolidated financial statements of the Company and its Subsidiaries included in the Information Documents faithfully and accurately present and give a true and fair view of the financial condition of the Company and its consolidated Subsidiaries and of their operating results as at the dates and for the periods indicated therein and that they were prepared in conformity with French law and U.S. generally accepted accounting principles; that the information contained in the sections entitled "Summary Financial Information" and "Selected Consolidated Financial Information" in the U.S. Prospectus (as defined below) is presented therein in a fair and sincere manner and was prepared on a compatible basis with the preparation of the financial statements included in the Registration Statement and the U.S. Prospectus (as defined below); and that since 30 June 1999, with the exception of any matter which is specifically disclosed in the Information Documents, (1) no material adverse change has occurred, nor has any circumstance occurred which has or might have a material adverse effect on the legal, financial or economic position, operating results, business or the financial condition of the Company and its Subsidiaries taken together as a whole (a "Material Adverse Effect"); and (2) neither the Company nor any of its Subsidiaries has conducted any transactions outside of the ordinary course of business which individually or in the aggregate would be exceptional for the Company or its Subsidiaries taken as a whole by reason of their size or nature;

(g) that each of the Information Documents is or will be at the date on which it is prepared, true and accurate, and contains or will contain on such date, all important information relevant to the Company and its Subsidiaries; that all such information is or will be true and accurate and does not or will not at such date omit any fact that might alter the significance of such information and that all of the estimates, forecasts and statements of intent contained in the Information Documents were, remain and will be at such date, true and accurate and that the Company has

carried out all investigations necessary to verify the information contained in the Information Documents;

(h) that the Company and the Subsidiaries are in compliance with the terms of their by-laws (statuts) or equivalent governing documents and that neither the Company nor any of its Subsidiaries is in default of any contractual obligation, which default might have a Material Adverse Effect or unfavorably affect in a significant way the capacity of the Company to perform its obligations under this Agreement or issue the Shares;

(i) that all of the shares comprising the share capital of the Company have been validly issued and subscribed for and are fully paid, completely unencumbered and freely negotiable and there is no statutory restriction affecting their transfer, other than 28,970 ordinary shares of the Company that were not fully paid as of October 15, 1999 and which have been subscribed for by employees of the Company and the Subsidiaries pursuant to the Company's employee savings plan instituted in 1997; that the shares of the Company are listed for trading on the Premier Marche of the Paris Bourse and the shares of the Company represented by American Depositary Shares are listed and traded in that form on the NYSE and that the Company will take all necessary steps to maintain those listings; that the listing of the Shares for trading on the Premier Marche of Paris Bourse has been requested and will take effect as soon as possible after the Shares are issued in accordance with this Agreement;

(j) that all of the shares comprising the share capital of the Company are identical in all material respects and conform to the descriptions thereof set forth in the Information Documents;

(k) that all presently exercisable options to acquire shares of the Company can result in the issuance of a maximum of 28,970 shares;

(l) that all other securities representing the capital of the Subsidiaries have been validly issued and subscribed to and are fully paid and completely unencumbered, subject to any matter which is disclosed in the Information Documents; that the shares of the Subsidiaries held directly or indirectly by the Company are free from any pledge, security or other charge or third party right;

(m) that the issuance of the Shares is and will continue to be validly authorized on the Closing Date, and that the Shares upon their issuance to the Purchaser in accordance with the terms of this Agreement will be validly issued and subscribed to, fully paid, completely unencumbered and freely negotiable and there will be no statutory restriction affecting their transfer and that no security, preference or other charge, or any third party right will exist over the Shares; that neither the issuance of the Shares nor the execution or performance of this Agreement by the Company will contravene any legal or regulatory provision or the by-laws (statuts) of the Company or of any of the Subsidiaries or any undertaking made by the Company or any of the Subsidiaries, nor will they constitute a breach of any contractual obligation to which the Company or any of the

Subsidiaries is a party or an event of default permitting a creditor to demand early payment of any contractual debt or guarantee granted by the Company or any of the Subsidiaries;

(n) that the Company is not aware of any information, other than that contained in the Information Documents, which might have a significant and lasting effect on the value or price of its listed shares or the shares of any of its listed Subsidiaries;

(o) that from January 1, 1999 to the signature of this Agreement, the Company has not traded directly or indirectly in its shares on any stock exchange;

(p) that the signature of this Agreement and the completion of the capital increase in connection with the Shares contemplated herein do not give rise, pursuant to laws currently in force, to liability in France for any direct or indirect taxes (other than fixed registration taxes and stamp taxes, the non-payment of which shall not affect the validity of this Agreement, or the Shares), duties or imposts of any kind;

(q) that there are no labor disputes pending with the employees of the Company or of any of its Subsidiaries, and to the knowledge of the Company, no such dispute is foreseeable; that the the Company is not aware of any pending or imminent labor disputes concerning the employees of its main suppliers, clients or subcontractors, or the employees of any of its Subsidiaries, which may have a Material Adverse Effect;

(r) that the Company and each of its Subsidiaries possess, both in France and abroad, all permits, approvals and other authorizations necessary for the conduct of their businesses (the "Permits"); that, except to the extent that the violation, expiration, withdrawal or modification of the Permits is not likely to have a Material Adverse Effect (1) the businesses of the Company and the Subsidiaries are conducted in compliance with the Permits, (2) the Permits are in full force and effect, and (3) no proceeding of any kind has been instituted which may lead to the withdrawal or modification of the Permits;

(s) that the Company and the Subsidiaries own or have an exclusive right to use all of the patents, trademarks, trade names or other industrial property rights (including know how) or intellectual property rights used in or necessary for the conduct of their businesses (the "Intellectual and Industrial Property Rights"); that neither the Company nor any of the Subsidiaries is aware that the Intellectual and Industrial Property Rights infringe or violate intellectual or industrial property rights belonging to any third party, or of facts or circumstances likely to challenge the validity of such rights or their enforceability against third parties, except to the extent that such actions or challenges are not likely to have a Material Adverse Effect;

(t) that, except as set forth in the Information Documents, and except to the extent that such non-compliance or such proceedings are not likely to

have a Material Adverse Effect, (A) the Company and each of the Subsidiaries are in compliance with all laws, regulations and administrative, judicial or other decisions applicable to them regarding pollution, the protection of health and the environment, or toxic or dangerous substances or waste (together, "Environmental Laws"); (B) all approvals, permits, consents and authorizations necessary for the conduct of the businesses of the Company and each of the Subsidiaries in compliance with Environmental Laws have been obtained and are in full force and effect, and the businesses of the Company and each of the Subsidiaries are performed in conformity with such consents, permits, approvals and authorizations; (C) no administrative, judicial or other proceeding, inquiry or complaint of any kind regarding an alleged violation of any Environmental Laws has been instituted or filed against the Company or any of the Subsidiaries, and to the knowledge of the Company, no such proceeding is threatened;

(u) that, except as may be set forth in the Information Documents, the Company and its Subsidiaries have regular and valid title to their real property, which is not subject to any mortgage, security, easement or other third party right which may, individually or collectively, affect the value or use thereof; that the lease and sublease agreements under which the Company or any of the Subsidiaries are the lessee of real property described in the Information Documents are in full force and effect, and no claim has been asserted by any third party which challenges the rights of the Company or any of the Subsidiaries under such leases or subleases, or the use of such real property;

(v) that the Company has conducted a study evaluating its activities, and those of the Subsidiaries and their suppliers or services providers with which the Company or any of the Subsidiaries has a material relationship, and of the products manufactured or sold by Sercel, in order to assess to what extent the activities of the Company or of any of the Subsidiaries, or the products manufactured or sold by Sercel are likely to be affected by the transition to the year 2000; that following the completion of this evaluation, the Company has no reason to believe, and does not believe, that the transition to the year 2000 is likely to have a Material Adverse Effect or to result in material inadequacies or disruptions in the business or operations of the Company;

(w) that the information set forth in the Information Documents which sets forth certain provisions of laws applicable to the Company, the Company's by-laws, the litigation or administrative proceedings involving the Company and the contracts or any other document related to the Company, is correct in all material respects; and

(x) that it is not a "controlled foreign corporation" within the meaning of section 957 of the United States Internal Revenue Code of 1986, as amended (the "Code") or a "passive foreign investment company" within the meaning of section 1297 of the Code.

For purposes of this Agreement, "Information Documents" shall mean the

"Documents d'Information" as such term is defined in the Contrat Global de Garantie to be entered into among the Company and the Garants named therein pursuant to the Rights Offering or the equivalent term used therein to define the filings and other documents related thereto to be made in the United States and France in connection with the Rights Offering and the prospectus filed with the COB in accordance with COB Regulation No. 98-01 with respect to the issuance of the Shares, and "Registration Statement" and "U.S. Prospectus" shall have the meanings assigned to the terms "registration statement" and "Prospectus U.S.", respectively, in the Contrat Global de Garantie or the equivalent terms used therein to define the filings and documents related thereto to be made in the United States in connection with the Rights Offering.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as follows:

3.1 Restricted Shares

The Purchaser understands that the Shares have not been registered under the U.S. Securities and Exchange Act of 1934, as amended (the "Exchange Act") or any United States state securities laws, by reason of their issuance by the Company in a transaction exempt from the registration requirements thereof, and may not be sold unless such disposition is registered under the Securities Act and applicable United States state securities laws or is exempt from registration thereunder.

3.2 Organization

The Purchaser is duly organized and validly existing under the laws of the jurisdiction of its organization, with all rights, power and authority to enter into and perform this Agreement.

3.3 Authority

The execution and delivery of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary action on behalf of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.4 No Conflict

The execution and delivery of this Agreement by the Purchaser does not, and the consummation of the transactions contemplated hereby will not (a) violate any provision of law, statute, rule or regulation, or any ruling, writ, injunction, order, judgment or decree of any court, administrative agency or other governmental body applicable to it, or any of its properties or assets or (b) violate its organizational documents.

3.5 Governmental Consents

No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Purchaser is required in connection with the valid execution and delivery of this Agreement or the consummation of any other transaction contemplated hereby, other than the Antitrust Approvals.

ARTICLE 4

CONDITIONS PRECEDENT TO CLOSING

4.1 Conditions Precedent for the Benefit of the Purchaser

Notwithstanding any other provision contained in this Agreement, the obligations of the Purchaser to subscribe for the Shares and consummate any other transactions to be performed by it in connection with the Closing are expressly conditioned upon, and subject to, the fulfillment on or prior to the Closing Date of each of the conditions set forth in this Article 4.1. The conditions set forth in this Article 4.1 are stipulated for the sole benefit of the Purchaser and the Purchaser may waive any or all of such conditions in its sole discretion in writing at or prior to the Closing.

(a) Each of the representations and warranties made by the Company in Article 2 hereof shall be true and correct in all material respects when made and shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of such date.

(b) The Company shall have performed all obligations and complied with all covenants and agreements to be performed or complied with by it on or prior to the Closing Date.

(c) The Company shall have consummated the Rights Offering and shall have received gross proceeds before underwriters' fees and commission therefrom of at least 75,000,000 euros.

(d) The Purchaser shall have received from Jones, Day, Reavis & Pogue, counsel to the Company, an opinion addressed to it, dated the Closing Date, in the form of Exhibit C hereto.

(e) The entry by the Company into the Expense Reimbursement Agreement in the form attached as Exhibit D hereto shall have been authorized by the Company's board of directors for purposes of Article 101 of French law No. 66-537 of July 24, 1966 and the Company shall have duly executed and delivered to the Purchaser a copy thereof.

(f) The Company shall have completed all actions necessary to cause the Shares to be listed for trading on the Paris Bourse other than providing the Paris Bourse and SICOVAM S.A. with a notice of the number of Shares to be issued to the Purchaser hereunder and listed for trading and copies of the Acknowledgment and the certificat de depositaire du fonds with respect to the Shares (the "Final Listing Formalities").

(g) There shall not be in effect any order enjoining or restraining the transactions contemplated by this Agreement and no proceeding shall be pending before any Authority to restrain or prohibit the transactions contemplated by this Agreement and there shall not be in effect any law, rule or regulation prohibiting or restricting the subscription for the Shares or requiring any consent or approval of any Person, which shall not have been obtained, to issue, purchase or deliver the Shares.

(h) The Company shall have delivered to the Purchaser a certificate, dated the Closing Date and duly executed by an authorized officer of the Company, certifying that each of the conditions specified in Articles 4.1(a) through 4.1(c) has been satisfied.

(i) The Shareholders Meeting Approval shall have been obtained from the Company's shareholders and the Acknowledgment shall have been obtained from the Company's board of directors pursuant to the statuts of the Company and in accordance with French law, and the Purchaser shall have received a certified copy of each of the following documents: (1) the minutes of the meeting of the Company's board of directors which decided to submit to the Company's shareholders the proposed capital increase with respect to the Shares and call an extraordinary meeting of the shareholders, (2) the report of the Company's board of directors to the shareholders, (3) the report of the statutory auditors to the shareholders, (4) the minutes of the extraordinary meeting of the shareholders containing the Shareholders Meeting Approval, and (5) the minutes of the meeting of the Company's board of directors held to acknowledge the final subscription price for the Shares in euros.

(j) The Target Tender Offer (as defined in Section 5.3) shall have expired and at least 80% of the outstanding shares of capital stock of GeoScience Corporation "GeoScience", shall have been validly tendered pursuant thereto and all other conditions to the Company's and the Offering Entity's (as defined below) obligations to purchase all such shares set forth in Annex A

to the Agreement and Plan of Merger, dated as of October 23, 1999, by and among GeoScience, the Company, and Sercel Acquisition Corp., a Nevada corporation (the "Offering Entity") and a wholly owned subsidiary of the Company (the "Merger Agreement") shall have been satisfied or waived, other than the condition listed in paragraph (K) of such Annex A.

(k) The Company shall have paid to the Purchaser or an Affiliate of the Purchaser 6% of the sum of the Initial Subscription Amount and the Additional Subscription Amount, if any, pursuant to a financial advisory fee agreement (the "Engagement Letter") to be executed by such parties prior to or at the Closing.

(l) The Beacon Nominees shall have been elected at the Ordinary Shareholders' Meeting (as defined in Article 5.2) to the Company's board of directors, each with a term of office expiring on the date of the ordinary general shareholders' meeting of the Company held to approve the Company's financial statements for the 2004 fiscal year subject to the completion of the subscription for the Shares contemplated herein, and the Purchaser shall have received a certificate or other written evidence reasonably satisfactory to the Purchaser and its counsel from the Company's insurers indicating that the Beacon Nominees are covered by D+O insurance in accordance with Article 5.15.

(m) The Company shall not have amended or waived or agreed to amend or waive any of the material terms and conditions of its USD 130,000,000 multicurrency syndicated credit facility or its FRF 100,000,000 bridge loan facility, including any events of default with respect thereto, in any manner adverse to the Company, and completion of the Rights Offering shall have rendered the event of default set forth in the Company's syndicated credit facility regarding a failure by the Company to complete a FRF 300,000,000 capital increase incapable of occurring.

4.2 Conditions Precedent for the Benefit of the Company

Notwithstanding any other provision contained in this Agreement, the Company's obligations to issue the Shares and consummate any other transactions to be performed by it in connection with the Closing are expressly conditioned upon, and subject to, the fulfillment on or prior to the Closing Date of each of the conditions set forth in this Article 4.2. The conditions set forth in this Article 4.2 are stipulated for the sole benefit of the Company and the Company may waive any or all of such conditions in its sole discretion in writing at or prior to the Closing.

(a) The representations and warranties made by the Purchaser in Article 3 hereof shall be true and correct in all respects when made, and shall be true and correct in all respects on the Closing Date with the same force and effect as if they had been made on and as of such date.

(b) The Purchaser shall have performed all obligations and complied with all covenants and agreements to be performed or complied with by it on or

before the Closing Date.

(c) The Company shall have received from Fried, Frank, Harris, Shriver & Jacobson, counsel to the Purchaser, an opinion dated the Closing Date in the form of Exhibit E hereto.

(d) There shall not be in effect any order enjoining or restraining, and there shall be no proceeding pending before any Authority to restrain or prohibit, the transactions contemplated by this Agreement and there shall not be in effect any law, rule or regulation prohibiting or restricting the subscription for the Shares or requiring any consent or approval of any Person which shall not have been obtained to issue, purchase or deliver the Shares.

(e) The Purchaser shall have delivered to the Company a certificate, executed on behalf of the Purchaser by an officer of the Purchaser, dated the Closing Date, and certifying to the fulfillment of the conditions specified in Articles 4.2(a) and 4.2(b) of this Agreement.

(f) The Shareholders Meeting Approval shall have been obtained from the Company's shareholders at a meeting of the Company's shareholders pursuant to the statutes of the Company and in accordance with French law. The Acknowledgment shall have been obtained from the Company's board of directors pursuant to the statutes of the Company and in accordance with French law.

(g) The Target Tender Offer shall have expired and at least 80% of the outstanding shares of capital stock of GeoScience shall have been validly tendered pursuant thereto and all other conditions to the Company's obligation to purchase such shares set forth in Annex A to the Merger Agreement shall have been waived or satisfied.

ARTICLE 5

COVENANTS OF THE PARTIES

5.1 Shareholder Meeting Approval

Promptly following execution of this Agreement, the Company shall take all steps necessary to hold an extraordinary general shareholders' meeting (the "Extraordinary Shareholders' Meeting") as promptly as practicable and in no event later than December 15, 1999 for the purposes of taking all requisite actions in order to permit the consummation of the subscription for Shares contained herein, including authorizing the increase of the Company's share capital, obtaining the waiver of the preemptive rights (droits preferentiels de souscription) of the shareholders for the benefit of the Purchaser and the Purchaser Entities, and consequently authorizing the

Company's board of directors to issue the Shares on behalf of the Company and to hold a meeting of the Company's board of directors for the purpose of acknowledging the final subscription price in euros of the Shares to be subscribed for by the Purchaser.

5.2 Beacon Nominees

Promptly following the execution of this Agreement, the Company shall take all steps necessary to hold an ordinary general shareholders' meeting (the "Ordinary Shareholders' Meeting"), on the same date as and immediately following the Extraordinary Shareholders' Meeting, for the purpose of electing two additional members to the Company's board of directors subject to the completion of the subscription for the Shares contemplated hereby. The Company shall use its best efforts to cause the two individuals that have been previously agreed upon by the parties (the "Beacon Nominees") to be nominated by the board of directors of the Company for the purposes of such election. The minutes of the Extraordinary Shareholders' Meeting and the Ordinary Shareholders' Meeting shall be in a form reasonably acceptable to the Purchaser and its counsel.

5.3 Target Tender Offer

Within 5 Business Days following the public announcement thereof, the Company, through the Offering Entity, shall commence, within the meaning of Section 14d-2 under the Exchange Act, an offer (the "Target Tender Offer") to purchase all of the outstanding shares of capital stock of GeoScience (the "Target Shares") pursuant to the Merger Agreement. The Company shall not and shall cause the Offering Entity not to raise the price to be paid per Target Share pursuant to the Target Tender Offer as set forth in the Merger Agreement without the prior written consent of the Purchaser.

5.4 Rights Offering

As soon as possible following the date hereof, the Company shall, subject to market conditions and the effectiveness of the U.S. and French prospectuses related thereto, take all steps necessary to commence a rights offering for its ordinary shares (augmentation de capital avec maintien de droit preferentiel de souscription) in the United States and Europe (the "Rights Offering"). The Company shall use its best efforts to obtain pursuant to the Rights Offering gross proceeds before underwriters' fees and commissions of at least 90,000,000 euros.

5.5 Conduct of Business

From the date hereof until the Closing Date, unless the Purchaser shall have consented in writing thereto, the Company shall, and shall cause each of its subsidiaries to, (i) conduct its operations according to its usual,

regular and ordinary course of business consistent with past practice; (ii) preserve intact its business organization in all material respects; (iii) not amend its statuts or equivalent governing document except to reflect the increase in the Company's capital resulting from the Rights Offering; (iv) not issue, sell, pledge, redeem, purchase or otherwise acquire, grant or register for issuance or sale any shares of its capital stock or other ownership interests (other than issuances of the Company's ordinary shares pursuant to the Rights Offering or existing stock option plans), or any securities convertible into or exchangeable for any such shares or ownership interest, or any rights, warrants or options to acquire any of the foregoing other than options to acquire shares of capital stock granted to employees pursuant to existing employee stock option plans in the ordinary course of business consistent with past practice; or accelerate any right to convert or exchange or acquire any of its securities for any such shares or ownership interest; (v) not change its capitalization as it exists on the date hereof, other than pursuant to the Rights Offering on existing stock option plans; (vi) not declare, set aside or pay any dividend or make any other distribution or payment with respect to any shares of its capital stock or other ownership interests (other than such payments by a wholly owned subsidiary); (vii) not acquire by merger, purchase or any other manner, any business or entity (other than GeoScience) or otherwise acquire any assets for consideration in excess of FRF 10,000,000, individually or in the aggregate, except for purchases of inventory, supplies or capital equipment in the ordinary course of business consistent with past practice; and (viii) not incur or assume any additional material long-term debt other than debt of GeoScience assumed as a result of the acquisition of GeoScience pursuant to the Target Tender Offer.

5.6 Required Notices and Deliveries

(a) From the date hereof until the Closing Date, the Company shall give prompt written notice to the Purchaser of (a) any facts or circumstances or the occurrence of any event or the failure of any event to occur, which has or is reasonably likely to have a Material Adverse Effect or a material adverse effect on the ability of the Company to issue the Shares or consummate any other transactions contemplated hereby or to satisfy its obligation hereunder, (b) the institution or threat of institution of any litigation or similar action with respect to the Company or the consummation of the transactions contemplated hereby, and (c) the breach of any representation or warranty of the Company contained herein or the occurrence of any event or the discovery of any facts or circumstances which results or is reasonably likely to result in the failure (i) of any representation or warranty of the Company set forth herein to continue being true and correct or (ii) of any condition precedent set forth in Article 4 to be fulfilled. From the date hereof until the Closing Date, the Company shall promptly deliver to the Purchaser true and correct copies of any registration statement, report, prospectus or other document filed by it with the U.S. Securities and Exchange Commission or the COB.

(b) From the date hereof until the Closing Date, the Purchaser shall give prompt written notice to the Company of (a) any facts or circumstances or the occurrence of any event or the failure of any event to occur, which has or is reasonably likely to have a material adverse effect on the ability of the Purchaser to consummate any transaction contemplated hereby or to satisfy its obligations hereunder, (b) the institution or threat of institution of any litigation or similar action with respect to the Purchaser or the consummation of the transactions contemplated hereby, and (c) the breach of any representation or warranty of the Purchaser contained herein or the occurrence of any event or the discovery of any facts or circumstances which results or is reasonably likely to result in the failure (i) of any representation or warranty of the Purchaser set forth herein to continue being true or (ii) of any condition precedent set forth in Article 4 to be fulfilled.

5.7 No Shop

From the date hereof until the Closing Date, the Company will not, and will not authorize or permit any of its officers or directors or any other Person on its behalf to, solicit, encourage, negotiate or accept any offer from any party concerning (i) the financing of the purchase of any Target Shares whether through the issuance by the Company or one of its Subsidiaries of equity securities or the incurrence by the Company or any of its Subsidiaries of indebtedness or (ii) any other agreement or arrangement that would be inconsistent with the consummation of the transactions contemplated hereby (each a "Prohibited Transaction"), nor will they participate in any discussions or negotiations regarding, or furnish any information with respect to, or facilitate in any other manner, any Prohibited Transaction. The Company will immediately terminate any existing discussion with a third Person regarding a possible Prohibited Transaction. The Company will promptly notify the Purchaser in writing of any inquiries or proposals from any third Person regarding a possible Prohibited Transaction.

5.8 Other Investors

So long as the Purchaser or its Affiliates hold at least 5% of the Company's ordinary shares directly or through American depository shares ("ADSs"), in the event that the Company desires to issue shares or ADSs or securities convertible or exercisable into shares or ADSs for cash under circumstances where the shareholders of the Company would be requested to waive their preemptive rights (droits preferentiels de souscription) with respect to such issuance, such that such third Person or a group including such third Person would own upon the acquisition of such shares or ADSs or the conversion of such securities or exercise of such rights, directly or indirectly, shares constituting 5% or more of the then outstanding shares or ADSs of the Company (a "Proposed Transaction"), the Company shall promptly as practicable inform the members of the Company's board of directors of the material terms of the Proposed Transaction and negotiate

in good faith with any shareholder or group of shareholders represented on the Company's board of directors with respect to any good faith competing proposal that such shareholder or group may determine to make to the Company.

5.9 Use of Proceeds

The Company shall use the proceeds from the issuance and sale of the Shares hereunder in the following order (i) to fund the acquisition of Target Shares pursuant to the Target Tender Offer, (ii) to fund the Merger Consideration (as defined in the Merger Agreement) to be paid to the holders of Target Shares not tendered and purchased by the Offering Entity pursuant to the Target Tender Offer pursuant to the Merger (as defined in the Merger Agreement) on the terms and subject to the conditions of the Merger Agreement, (iii) to satisfy any valid claims for appraisal made by any of GeoScience's shareholders dissenting from the Merger, and (iv) to pay the fees and expenses of the Company relating to any of the foregoing, and thereafter for any good and valid corporate purpose of the Company.

5.10 ADR Facility

So long as the Purchaser or its Affiliates hold in the aggregate at least 5% of the Company's ordinary shares, the Company shall maintain in full force and effect its current Deposit Agreement between the Company and The Bank of New York as depository with respect to its ADR facility, and shall ensure that the Purchaser and its Affiliates shall have the right to exchange their ordinary shares for ADSs in accordance therewith or shall, at the Purchaser's request, enter into an alternate agreement with another depository on terms and conditions reasonably satisfactory to the Purchaser and the Company to permit such conversion, in each case at the Company's expense. During such time period, the Company shall use its best efforts to maintain the listing of the Company's ADRs on the New York Stock Exchange (the "NYSE") and maintain the listing of its ordinary shares on the Premier Marche of the Paris Bourse and shall file with the NYSE and the Paris Bourse all documents and notices required by either the NYSE or the Paris Bourse of companies whose securities are traded thereon.

5.11 Publicity

The Company and the Purchaser agree not to issue any press release or otherwise make any public statements with respect to this Agreement or the other transactions contemplated hereby without the consent of the other, except as may be required by law so long as it has used all reasonable efforts to consult with the Company or the Purchaser, as the case may be, and to obtain the consent of such party but has been unable to do so in a timely manner.

5.12 Parity Right of Access

From the date of this Agreement until the Closing, the Company shall (i) subject to the requirements of French law, give the Purchaser and its authorized representatives reasonable access at reasonable times to the president and other officers of the Company, (ii) furnish the Purchaser with such documents and other information with respect to the business and properties of the Company as provided to the U.S. and European underwriters participating in the Rights Offering, and (iii) provide the Purchaser with reasonable advance notice of, and permit the Purchaser to participate in, any meetings held between the Company and any such underwriters for due diligence purposes whether such meetings are held in person or by telephone, video or internet conference.

5.13 Failure to Fund

If the Company breaches its obligation under the Merger Agreement to purchase the Target Shares due solely to a breach of the Purchaser's obligation hereunder to purchase the Shares (and not as the result of any breach by the Company of its obligations hereunder or the failure of any condition set forth in Article 4.1 to be fulfilled) and, as a result of such breach, the Company becomes obligated to pay a termination fee to GeoScience pursuant to the Merger Agreement, then the Purchaser shall promptly pay to the Company according to the Company's instructions the lesser of the amount of such termination fee and USD 1,500,000 as liquidated damages promptly following the Company's payment of such amount to GeoScience upon presentation to the Purchaser of reasonable evidence that such amount has been paid. Payment by the Purchaser of such amount shall be the exclusive remedy of the Company for any breach by the Purchaser of its obligation to purchase the Shares hereunder.

5.14 Completion of Listing Formalities

The Company shall complete the Final Listing Formalities as soon as possible after the Closing Date and shall otherwise ensure that the Shares are listed for trading on the Paris Bourse.

5.15 D+0 Insurance Coverage

The Company shall extend and maintain at all times coverage under its directors' and officers' liability insurance policy for the benefit of all Beacon Nominees elected to serve on the Company's board of directors or obtain equivalent coverage for the benefit of such Beacon Nominees with insurers and on terms reasonably acceptable to the Purchaser.

ARTICLE 6

INDEMNIFICATION

Consideration for Purchase

The Purchaser has agreed to perform its obligations hereunder, including its obligation to purchase the Shares, in consideration of the representations, warranties, agreements and covenants of the Company set forth herein.

6.2 General Indemnification

The Company shall indemnify, defend and hold each Purchaser, its affiliates, and each of their respective officers, directors, partners, managing directors, affiliates, employees, agents, consultants, representatives, successors and assigns (each an "Purchaser Entity") harmless from and against all Losses (as defined in Article 6.3) incurred or suffered by a Purchaser Entity (whether incurred or suffered directly or indirectly through the ownership of Shares) arising out of, relating to, or resulting from any material breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in any certificate or other instrument delivered pursuant hereto including, without limitation, the Registration Rights Agreement.

6.3 Indemnification Principles

For purposes of this Article 6, "Losses" shall mean each and all of the following items: losses, prejudice, liabilities, damages, fees or expenses, including reasonable fees, expenses and disbursements of counsel in light of the customs and practices in existence in the country involved.

6.4 Survival

The representations, warranties, covenants, agreements and other obligations of the Company hereunder shall remain in effect after completion of the issuance of the Shares or, if applicable, the termination of this Agreement for any reason.

ARTICLE 7

MISCELLANEOUS

7.1 Termination

The obligations of the parties to effect the sale and purchase of the Shares hereunder may be terminated (i) by the mutual written consent of the Company and the Purchaser, (ii) by the Purchaser in writing without liability to the Purchaser on account of such termination if the Merger Agreement is terminated without the Company having acquired at least 80% of the outstanding capital stock of GeoScience pursuant thereto, or if any of the conditions precedent to the Closing set forth in Article 4.1 shall become by its terms impossible to fulfill, or (iii) by any party in writing, without liability to the other party on account of such termination (provided that the terminating party is not otherwise in breach or default under this Agreement), if the Closing shall not have occurred on or before April 30, 2000.

7.2 Governing Law

This Agreement shall be governed in all respects by and construed in accordance with the laws of the Republic of France without giving effect to its conflicts of law principles, except that the provisions herein relating to the securities laws of the United States shall be governed by the laws of the United States. Any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Tribunal de Commerce of Paris.

7.3 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Company without the prior written consent of the Purchaser. The parties acknowledge that, subject to compliance with applicable securities laws, the Purchaser may transfer and assign any or all of the Shares and all or any part of its rights and obligations under this Agreement to one or more other partnerships, corporations, trusts or other organizations which have been created by, or are controlled by, control or are under common control with the Purchaser, without the consent of the Company; provided, however, that such transfer or assignment shall not relieve the Purchaser of its obligations under this Agreement.

7.4 Entire Agreement; Amendment

This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede all prior agreements and understandings among the parties relating to the subject matter hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

7.5 Notice and Dates

Any notice or other communication given under this Agreement shall be sufficient if in writing and delivered by hand, by messenger or by courier, or transmitted by confirmed facsimile, to a party at its address set forth below (or at such other address as shall be designated for such purpose by such party in a written notice to the other party hereto):

(a) If to the Company, at:

Compagnie Generale de Geophysique
1 rue Leon Migaux
91341 Massy Cedex, France
Attention: Robert Brunck
Facsimile: 33 1 64 47 39 70

(b) If to the Purchaser, at:

The Beacon Group Energy Investment Fund II, L.P.
399 Park Avenue
New York, NY 10022
Attention: Robert F. Semmens
Facsimile: 1-212-339-9109

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or as having been given when delivered if delivered personally, by messenger or by courier, or, if sent by facsimile, upon confirmation of receipt by return facsimile.

7.6 Further Assurances

The parties hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated hereby. Neither the Company nor the Purchaser shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them set forth in this Agreement and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable the obligations herein required to be performed by them.

7.7 Originals

This Agreement is executed in New York in two (2) original copies and shall become effective on the date hereof.

7.8 Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision which shall be replaced with an enforceable provision closest in intent and economic effect as the severed provision.

7.9 Captions

Headings of the various Articles of this Agreement have been inserted for convenience of reference only and shall not be relied upon in construing this Agreement. Use of any gender herein to refer to any person shall be deemed to comprehend masculine, feminine and neuter unless the context clearly requires otherwise.

7.10 Brokers

(a) Except as set forth in the Engagement Letter, the Company has not engaged, consented to, or authorized any bank, broker, finder or intermediary, to act on its behalf, directly or indirectly, as a bank, broker, finder or intermediary in connection with the transactions contemplated by this Agreement. The Company hereby agrees to indemnify and hold harmless the Purchaser from and against all fees, commissions or other payments owing to any person or firm acting on behalf of the Company hereunder.

(b) Except as set forth in the Engagement Letter, the Purchaser has not engaged, consented to or authorized any broker, finder or intermediary, to act on its behalf directly or indirectly, as a broker, finder or intermediary in connection with the transactions contemplated by this Agreement. Except as set forth in the Engagement Letter, the Purchaser hereby agrees to indemnify and hold harmless the Company from and against all fees, commissions or other payments owing to any such person or firm acting on behalf of the Purchaser hereunder.

7.11 Certain Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Authority" means any court, arbitral panel, or governmental or administrative body or agency whether supra-national, French or foreign, national or local;

(b) "Business Day" means any day on which banks are open for business in Paris and New York;

(c) "FRF" means the lawful currency of the Republic of France; and

(d) "Person" means an individual, partnership, corporation or other entity, business, enterprise or association.

7.12 Attorney's Fees

The prevailing party in any litigation between the Purchaser, on the one hand, and the Company, on the other hand, involving this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs.

7.13 Costs and Expenses

Except as otherwise provided in the Engagement Letter, each party hereto shall pay its own costs and expenses incurred in connection herewith, including the fees of its counsel, auditors and other representatives, whether or not the transactions contemplated herein are consummated.

7.14 No Third Party Rights

Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

7.15 Competing Business Interests

The Company hereby acknowledges that the Purchaser, its affiliates and certain companies and other entities in which the Purchaser and its affiliates currently have ownership interests or may invest in, acquire or otherwise enter into strategic relationships with, may presently or in the future have businesses or otherwise undertake activities that may directly or indirectly compete with or provide a strategic fit with the business of the Company as such business is presently conducted or may be conducted in the future and may presently or in the future independently develop or sell products or services which may directly or indirectly compete with products or services developed or sold by the Company. The Purchaser shall adopt and maintain confidentiality, chinese wall and other procedures appropriate in its reasonable judgment to ensure that confidential information regarding the Company is not disclosed to third Persons as a result of any such interests, relationships or activities and shall cause any Beacon Nominee to resign from the Company's board of directors if such resignation is, in the opinion of French counsel mutually acceptable to the Purchaser and the Company, required by the fiduciary duties under French law of such Beacon Nominee to the Company as a result of such interests, relationships or activities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first above written.

COMPAGNIE GENERALE DE GEOPHYSIQUE

By: /s/ Robert Brunk

Name: R. Brunk

Title: Chairman and CEO

THE BEACON GROUP ENERGY INVESTMENT FUND II, L.P.

By: BEACON ENERGY INVESTORS II, L.P., its general partner

By: /s/ John MacWilliams

Authorized Signatory

LIST OF EXHIBITS

Exhibit A	Bulletin de souscription
Exhibit B	Registration Rights Agreement
Exhibit C	Form of Jones, Day, Reavis & Pogue Legal Opinion
Exhibit D	Expense Reimbursement Agreement
Exhibit E	Form of Fried, Frank, Harris, Shriver & Jacobson Legal Opinion

EXHIBIT 2

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated as of December 10, 1999, by and among, THE BEACON GROUP ENERGY INVESTMENT FUND II, L.P., a Delaware limited partnership, (the "Investor"), and COMPANGIE GENERALE DE GEOPHYSIQUE, a societe anonyme organized under French law (the "Company").

W I T N E S S E T H:

WHEREAS, the Company and the Investor are parties to a Subscription Agreement, dated as of October 23, 1999 (as amended from time to time, the "Subscription Agreement"), pursuant to which the Company has issued to the Investor, and the Investor have purchased Ordinary Shares (as defined below) from the Company (the "Shares");

WHEREAS, in connection with the entry by the Company and the Investor into the Subscription Agreement, the Company has agreed to provide registration rights to the Investor with respect to the Shares and the ADRs set forth in this Agreement.

ACCORDINGLY, the parties hereto hereby agree as follows:

1. Certain Definitions

(a) In addition to the terms defined in the preamble hereto, as used in this Agreement, the following terms shall have the meanings assigned to them below:

1.1 "Additional Piggyback Rights" has the meaning set forth in Section 2.1(e).

1.2 "Affiliate" shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person.

1.3 "American Depositary Receipts" or "ADRs" shall mean the American depositary receipts evidencing the ADSs issued by the Depositary pursuant to the Deposit Agreement, dated as of _____ between the Company and the Bank of New York as Depositary, as amended (the "Deposit Agreement").

1.4 "American Depositary Shares" or "ADSs" shall mean the American

depository shares of the Company which each represent a one-fifth interest in an Ordinary Share deposited with the Depository.

1.5 "Authorized Agent" has the meaning set forth in Section 4.6(i).

1.6 "Claims" has the meaning set forth in Section 2.9(a).

1.7 "Commission" or "SEC" shall mean the United States Securities and Exchange Commission.

1.8 "Company Securities" has the meaning set forth in Section 2.3(b)(ii).

1.9 "Demand Exercise Notice" has the meaning set forth in Section 2.1(a).

1.10 "Demand Registrations" has the meaning set forth in Section 2.1(a).

1.11 "Demand Registration Requests" has the meaning set forth in Section 2.1(a).

1.12 "Deposit Agreement" shall mean the Deposit Agreement, as amended, between the Depository and the Company pursuant to which certain Ordinary Shares have been and may be deposited with the Depository in exchange for the delivery of ADSs.

1.13 "Depository" shall mean The Bank of New York or such successor depository appointed pursuant to the Deposit Agreement.

1.14 "Dollars" and the symbols "\$" or "US\$" shall mean, unless otherwise indicated, U.S. dollars.

1.15 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, of the United States of America.

1.16 "Excluded Registration" has the meaning set forth in Section 2.2(a).

1.17 "Expenses" has the meaning set forth in Section 2.5(a).

1.18 "Holder" or "Holders" shall mean the Investor and any Person who shall hereafter acquire and hold Registrable Securities; provided that such party has become a signatory to this Agreement and agreed to be bound by the terms of this Agreement applicable to a "Holder".

1.19 "Investor Securities" has the meaning set forth in Section 2.3(b)(iii).

1.20 "Litigation" has the meaning set forth in Section 4.6(i).

1.21 Major Holder" has the meaning set forth in Section 2.4(a).

1.22 Manager" has the meaning set forth in Section 2.3(a).

1.23 "NASD" shall mean the National Association of Securities Dealers, Inc.

1.24 "New York Court" has the meaning set forth in Section 4.6(i).

1.25 "Ordinary Shares" shall mean the ordinary shares par value of FRF 10 per ordinary share of the Company which may be represented by ADSs evidenced by ADRs, or, in the case of a conversion, reclassification or exchange of such Ordinary Shares, shares of the stock into or for which such shares of Ordinary Shares shall be converted, reclassified or exchanged, and all provisions of this Agreement shall be applied appropriately thereto and to any stock resulting from any subsequent conversion, reclassification or exchange therefor.

1.26 "Ordinary Share Equivalents" shall mean all options, warrants and other securities convertible into, or exchangeable or exercisable for, at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions to which such securities may be subject, Ordinary Shares and/or ADSs.

1.27 "Other Demand Holders" has the meaning set forth in Section 2.3(b).

1.28 "Other Demand Holders Securities" has the meaning set forth in Section 2.3(b) (i).

1.29 "Person" shall mean an individual, corporation, partnership, limited liability company, firm, association, trust, government, governmental agency or other entity, whether acting in an individual, fiduciary or other capacity.

1.30 "Postponement Period" has the meaning set forth in Section 2.1(d).

1.31 "Qualified Independent Underwriter" shall mean a "qualified independent underwriter" within the meaning of the rules of the NASD.

1.32 "Register", "Registered" and "Registration" shall refer to a registration effected by preparing and filing a registration statement in compliance with the U.S. Securities Act and the declaration or ordering of the effectiveness of such registration statement.

1.33 "Registrable Securities" shall mean (i) any Ordinary Shares held as of the date hereof by the Investor or hereafter acquired by the Investor; or (ii) any ADSs evidenced by ADRs hereafter acquired by the Investor; (iii) any Ordinary Shares or any ADSs evidenced by ADRs acquired by any Person after the date hereof from the Investor; or (iv) any stock

issued or issuable, directly or indirectly, upon any subdivision, combination or reclassification of such stock or stock dividend in respect of the Ordinary Shares or ADSs referenced in clauses (i), (ii) and (iii) above; provided, however, that with respect to a registration statement pursuant to Section 2.1 or Section 2.2, Registrable Securities shall include all Ordinary Shares or ADSs (including shares obtainable upon the exercise, exchange or conversion of any Ordinary Share Equivalents) owned by each of the parties to this Agreement (other than the Company). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement with respect to the sale of such securities shall have been declared effective under the applicable securities laws and such securities shall have been disposed of in accordance with such registration statement or (ii) such securities shall have been sold (other than in a privately negotiated sale) pursuant to Rule 144 (or any successor or comparable provision) under the U.S. Securities Act and in compliance with the requirements of Rule 144, or (iii) such securities are saleable by the holder thereof pursuant to Rule 144 (k) without any volume limitation applicable thereto.

1.34 "Section 2.1 Sale Number" has the meaning set forth in Section 2.3(a).

1.35 "Section 2.2 Sale Number" has the meaning set forth in Section 2.3(b).

1.36 "Securities Act" shall mean the Securities Act of 1933, as amended, of the United States of America.

1.37 "Valid Business Reason" has the meaning set forth in Section 2.1(d).

(b) Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Subscription Agreement.

2. Registration Rights

2.1 Demand Registrations

(a) Subject to Sections 2.1(d) and 2.3 below, at any time and from time to time any Holder shall have the right to require the Company to file a registration statement under the Securities Act and the rules and regulations promulgated thereunder covering all or part of their respective Registrable Securities, by delivering a written request therefor to the Company specifying the number of Registrable Securities to be included in such registration by such Holder and the intended method of distribution thereof. All requests pursuant to this Section 2.1 are referred to herein as "Demand Registration Requests," and the registrations requested are referred to herein as "Demand Registrations". As promptly as practicable, but no later than ten days after receipt of a Demand Registration Request,

the Company shall give written notice (the "Demand Exercise Notice") of such Demand Registration Request to all Holders of record of Registrable Securities.

(b) The Company, subject to Sections 2.3 and 2.7, shall include in a Demand Registration (i) the number of Registrable Securities requested by such Holder and (ii) the Registrable Securities of any other Holder who shall have made a written request to the Company for inclusion in such Demand Registration (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder) within 30 days after the receipt of the Demand Exercise Notice.

(c) The Company shall, as expeditiously as possible following a Demand Registration Request, use its best efforts to (i) effect such registration under the Securities Act and the rules and regulations promulgated thereunder of the Registrable Securities which the Company has been so requested to register, for distribution in accordance with such intended method of distribution and (ii) if requested by the Holders, obtain acceleration of the effective date of the registration statement relating to such registration.

(d) The Demand Registration rights granted under Section 2.1 are subject to the following limitations: (i) the Company shall not be required to cause a registration pursuant to Section 2.1 to be declared effective within a period of 180 days after the effective date of any registration statement of the Company filed pursuant to a Demand Registration Request or within a period of 180 days after the date such Holder was given the opportunity to register its Registrable Securities pursuant to Section 2.2 (provided that in connection with such registration pursuant to Section 2.2, the number of Registrable Securities requested to be included by such Holder was not reduced pursuant to Section 2.3); (ii) if the Board, in its good faith judgment, determines that any registration of Registrable Securities should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger involving the Company or would require disclosure of information, the premature disclosure of which would materially adversely affect the Company (a "Valid Business Reason"), (A) the Company may postpone filing a registration statement relating to a Demand Registration Request until such Valid Business Reason no longer exists, but in no event for more than 120 days, and (B) in case a registration statement has been filed relating to a Demand Registration Request, the Company may cause such registration statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such registration statement until such Valid Business Reason no longer exists, but in no event for more than 120 days (such period of postponement or withdrawal under subclauses (A) or (B) of this paragraph (d), (the "Postponement Period"); and the Company shall give written notice of its determination to postpone or withdraw a registration statement and of the fact that the Valid Business Reason for such postponement, withdrawal or premature termination no longer exists, in each case, promptly after the occurrence thereof; provided, however, that the Company shall not be

permitted to postpone, withdraw or prematurely terminate a registration statement previously subject to any Postponement Period ; and (iii) the Company shall not be required to effect a registration pursuant to this Section 2.1 with respect to a Demand Registration Request by any Holder, if the anticipated aggregate offering price of the Registrable Securities to be sold is less than \$20 million.

If the Company shall give any notice of postponement or withdrawal of any registration statement, the Company shall not, during the Postponement Period, register any Ordinary Shares or ADSs for the account of any other Person (other than in connection with an Excluded Registration). Each Holder of Registrable Securities agrees that, upon receipt of any notice from the Company that the Company has determined to withdraw any registration statement pursuant to clause (ii) above, such party will discontinue its disposition of Registrable Securities pursuant to such registration statement and, if so directed by the Company, will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such party's possession, of the prospectus covering such Registrable Securities that was in effect at the time of receipt of such notice. If the Company shall have withdrawn or prematurely terminated a registration statement filed under Section 2.1 (whether pursuant to this paragraph (d) or as a result of any stop order, injunction or other order or requirement of the Commission or any other governmental agency or court), the Company shall not be considered to have effected an effective registration for the purposes of this Agreement until the Company shall have filed a new registration statement covering the Registrable Securities covered by the withdrawn or prematurely terminated registration statement and such subsequent registration statement shall have been declared effective and shall not have been withdrawn or prematurely terminated. If the Company shall give any notice of withdrawal or postponement of a registration statement, the Company shall, at such time as the Valid Business Reason that caused such withdrawal or postponement no longer exists (but in no event later than 120 days after the date of the withdrawal or postponement), use its best efforts to effect the registration under the securities laws of the Registrable Securities covered by the withdrawn or postponed registration statement in accordance with this Section 2.1 (unless the Holders shall have withdrawn such request, in which case the Company shall not be considered to have effected an effective registration for the purposes of this Agreement).

(e) The Company, subject to Sections 2.3 and 2.7, may elect to include in any registration statement and offering made pursuant to Section 2.1, any Ordinary Shares or ADSs which are requested to be included in such registration pursuant to the exercise of piggyback registration rights granted by the Company after the date hereof in accordance with the terms of this Agreement ("Additional Piggyback Rights"); provided, however, that such inclusion shall be permitted only to the extent that it is pursuant to, and subject to, the terms of any applicable underwriting agreement or arrangements entered into by the Holders.

2.2 Piggyback Registrations

(a) If at any time, the Company proposes or is required to register any of its equity securities under the securities laws (other than a registration statement (i) on Form F-4 or S-8 or any successor form thereto or (ii) filed in connection with an offering made solely to employees of the Company or its subsidiaries (each, an "Excluded Registration")), whether or not for its own account, the Company shall give prompt written notice of its intention to do so to each of the Holders of record of Registrable Securities. Upon the written request of any Holder, made within 20 days following the receipt of any such written notice (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder and the intended method of distribution thereof), the Company shall, subject to Sections 2.2(b), 2.3 and 2.7, use its best efforts to cause all such Registrable Securities, the Holders of which have so requested the registration thereof, to be registered under the securities laws (with the securities which the Company at the time proposes to register) to permit the sale or other disposition by the Holders (in accordance with the intended method of distribution thereof) of the Registrable Securities to be so registered. No registration effected under this Section 2.2(a) shall relieve the Company of its obligations to effect Demand Registrations under Section 2.1, except as set forth in Section 2.1(d).

(b) If at any time after giving written notice of its intention to register any equity securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such equity securities, the Company may, at its election, give written notice of such determination to all Holders of Registrable Securities, and (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such abandoned registration, without prejudice, however, to the rights of Holders of Registrable Securities under Section 2.1 and (ii) in the case of a determination to delay such registration of its equity securities, shall be permitted to delay the registration of such Registrable Securities for the same period as the delay in registering such other equity securities.

(c) Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any registration statement pursuant to this Section 2.2 by giving written notice to the Company of its request to withdraw; provided, however, that (A) such request must be made in writing prior to the execution of the underwriting agreement (or such other similar agreement) with respect to such registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, a Holder shall no longer have any right to include such Registrable Securities in the registration as to which such withdrawal was made.

2.3 Allocation of Securities Included in Registration Statement

(a) If any requested registration pursuant to Section 2.1 involves an underwritten offering and if the lead managing underwriter (the "Manager") shall advise the Company that, in its view, the number of securities requested to be included in such registration (including those securities requested by the Company to be included in such registration) exceeds the largest number (the "Section 2.1 Sale Number") that can be sold in an orderly manner in such offering within a price range acceptable to the Holders, the Company shall include in such registration:

(i) first, all Registrable Securities requested to be included pursuant to Section 2.1(b)(i) in such registration by the Investor;

(ii) second, to the extent that the number of Registrable Securities to be included pursuant to Section 2.3(a)(i) is less than the Section 2.1 Sale Number, all Registrable Securities requested to be included pursuant to Section 2.1(b)(i) in such registration by all other Holders; provided, however, that if the number of such Registrable Securities and the number of Registrable Securities to be included pursuant to Section 2.3(a) exceeds the Section 2.1 Sale Number, then the number of Registrable Securities (not to exceed the Section 2.1 Sale Number) to be included in such registration shall be reduced on a pro rata basis among all such Holders, based on the number of Registrable Securities owned by each such Holder requesting inclusion pursuant to Section 2.1(b)(i) out of the total outstanding number of Ordinary Shares of the Company; provided, however, that such allocation shall not operate to reduce the aggregate number of Registrable Securities to be included in such registration below the Section 2.1 Sale Number, and if any Holder does not request inclusion of the maximum number of shares of Registrable Securities allocated to such Holder pursuant to the above-described procedure, the remaining portion of such Holder's allocation shall be reallocated among those requesting Holders whose allocations did not satisfy their requests pro rata on the basis of the number of shares of Registrable Securities which would be held by such Holders, and this procedure shall be repeated until all of the shares of Registrable Securities which may be included in the registration on behalf of the Holders have been so allocated;

(iii) third, to the extent that the number of Registrable Securities to be included pursuant to Sections 2.3(a)(i) and 2.3(a)(ii) is less than the Section 2.1 Sale Number, securities that the Company proposes to register; and

(iv) fourth, to the extent that the number of Registrable Securities to be included by all Holders pursuant to Sections 2.3(a)(i) and 2.3(a)(ii) and the number of securities to be included by the Company pursuant to Section 2.3(a)(iii) is less than the Section 2.1 Sale Number, any other securities that the Holders thereof propose to register pursuant to the exercise of Additional Piggyback Rights.

If, as a result of the proration provisions of this Section

2.3(a), any Holder shall not be entitled to include all Registrable Securities in a registration that such Holder has requested be included, such Holder may elect to withdraw his request to include Registrable Securities in such registration or may reduce the number requested to be included; provided, however, that (A) such request must be made in writing prior to the execution of the underwriting agreement with respect to such registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, a Holder shall no longer have any right to include such Registrable Securities in the registration as to which such withdrawal was made.

(b) If any registration pursuant to Section 2.2 involves an underwritten offering and the Manager shall advise the Company that, in its view, the number of securities requested to be included in such registration exceeds the number (the "Section 2.2 Sale Number") that can be sold in an orderly manner in such registration within a price range acceptable to the Company or, in the event such underwritten offering is being made pursuant to the request of the holders of equity securities (other than the Holders) exercising their demand registration rights ("Other Demand Holders"), within a price range acceptable to the holders of a majority of the securities requested to be registered by the Other Demand Holders, the Company shall include in such registration:

(i) first, in event such underwritten offering is being made at the request of Other Demand Holders, all Ordinary Shares or ADSs requested to be included by such Other Demand Holders (the "Other Demand Holders Securities"); provided, however, that if the number of Other Demand Holders Securities exceeds the Section 2.2 Sale Number, then the number of Other Demand Holders Securities included in such registration shall be reduced by such difference;

(ii) second, all Ordinary Shares or ADSs that the Company proposes to register for its own account ("Company Securities");

(iii) third, to the extent that the number of Company Securities and other Demand Holders Securities is less than the Section 2.2 Sale Number, all Registrable Securities requested to be included by the Investor pursuant to Section 2.2(a) ("Investor Securities"); provided, however, that, if the number of such Investor Securities exceeds the Section 2.2 Sale Number less the number of Company Securities and Other Demand Holders Securities, then the number of Investor Securities included in such registration shall be reduced by such difference; and

(iv) fourth, to the extent the number of Company Securities, Investor Securities and Other Demand Holders Securities is less than the Section 2.2 Sale Number, all Registrable Securities requested to be included by all other holders of equity securities of the Company with "piggyback registration rights"; provided, however, if the number of such securities exceeds the Section 2.2 Sale Number less the sum of the number of (A) Company Securities, (B) Investor Securities and (C) Other Demand Holders Securities, then the number of such securities included in such

registration shall be reduced on a pro rata basis, based on the number of securities owned by each holder of equity securities of the Company with "piggyback registration rights" (including all Holders other than the Investor) requesting inclusion to the number of securities owned by all holders of equity securities of the Company with "piggyback registration rights" (including all Holders other than the Investor) requesting inclusion; provided, however, that such allocation shall not operate to reduce the aggregate number of securities to be included in such registration below the Section 2.2 Sale Number, and if any holder of equity securities of the Company with "piggyback registration rights" does not request inclusion of the maximum number of shares allocated to such holder pursuant to the above-described procedure, the remaining portion of such holder's allocation shall be reallocated among those requesting holders whose allocations did not satisfy their requests pro rata on the basis of the number of shares of securities held by such holders, and this procedure shall be repeated until all of the shares of securities which may be included in the registration on behalf of the holders have been so allocated.

2.4 Registration Procedures

If and whenever the Company is required by the provisions of this Agreement to use its best efforts to effect or cause the registration of any Registrable Securities under the Securities Act as provided in this Agreement, the Company shall, as expeditiously as possible (but in any event, within 120 days after a Demand Registration Request in the case of Section 2.4(a)):

(a) prepare and file with the Commission a registration statement on an appropriate registration form of the Commission for the disposition of such Registrable Securities in accordance with the intended method of disposition thereof, which form shall, in the case of a shelf registration, be available for the sale of the Registrable Securities by the Holders thereof and such registration statement shall comply with the requirements of the applicable form and include all financial statements required by the Commission to be filed therewith, and the Company shall use its best efforts to cause such registration statement to become and, subject to Sections 2.1(d) and 2.4(b), remain effective (provided, however, that before filing a registration statement or prospectus or any amendments or supplements thereto, or comparable statements under securities or "blue sky" laws of any United States jurisdiction, the Company will furnish to counsel (in the case of a registration pursuant to Section 2.1, selected by the Investor, and, in the case of a registration pursuant to Section 2.2, the Holder that, together with its Affiliates, includes the largest number of Registrable Securities in such registration (the "Major Holder")) for the Holders of Registrable Securities participating in the planned offering and the underwriters, if any, copies of all such documents proposed to be filed (including all exhibits thereto), which documents will be subject to the review and comment of such counsel, provided that the Company shall not be required to include any such comment to which the Company shall

reasonably object);

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for such period (which shall not be required to exceed 120 days in the case of a registration pursuant to Section 2.1 or 90 days in the case of a registration pursuant to Section 2.2 and shall terminate when all Registrable Securities covered by such registration statement have been sold pursuant to such registration statement) as any seller of Registrable Securities pursuant to such registration statement may reasonably request and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such registration statement;

(c) furnish, without charge, to each seller of such Registrable Securities and each underwriter, if any, of the securities covered by such registration statement such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits), and the prospectus included in such registration statement (including each preliminary prospectus) in conformity with the requirements of the Securities Act and other documents, as such seller and underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such seller (the Company hereby consenting to the use in accordance with all applicable laws of each such registration statement (or amendment or post-effective amendment thereto) and each such prospectus (or preliminary prospectus or supplement thereto) by each such seller of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such registration statement or prospectus);

(d) use its best efforts to register or qualify the Registrable Securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions within the United States as any sellers of Registrable Securities or any managing underwriter, if any, shall reasonably request, and do any and all other acts and things which may be reasonably necessary or advisable to enable such sellers or underwriter, if any, to consummate the disposition of the Registrable Securities in such jurisdictions, except that in no event shall the Company be required to qualify to do business as a foreign corporation in any jurisdiction where it would not, but for the requirements of this paragraph (d), be required to be so qualified, to subject itself to taxation in any such jurisdiction or to consent to general service of process in any such jurisdiction;

(e) promptly notify each seller of Registrable Securities covered by such registration statement and each managing underwriter, if any: (i) when the registration statement, any pre-effective amendment, the

prospectus or any prospectus supplement related thereto or post-effective amendment to the registration statement has been filed and, with respect to the registration statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any United States state securities authority for amendments or supplements to the registration statement or the prospectus related thereto or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation of any proceeding for such purpose, (v) of the existence of any fact of which the Company becomes aware which results in the registration statement, the prospectus related thereto or any document incorporated therein by reference containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not misleading, and (vi) if at any time the representations and warranties contemplated by any underwriting agreement, securities sales agreement, or other similar agreement relating to the offering shall cease to be true and correct in all material respects; and, if the notification relates to an event described in clause (v), the Company shall promptly prepare and furnish to each such seller and each underwriter, if any, a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(f) comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable after the effective date of the registration statement (and in any event within 15 months thereafter), an earnings statement (which need not be audited) covering the period of at least twelve consecutive months beginning with the first day of the Company's first calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(g) if requested by any Holder, to cause any Ordinary Shares held by such Holder to be deposited at its expense with the Depositary or any substitute Depositary reasonably satisfactory to such Holder in exchange for ADSs evidenced by ADRs, in order to permit the registration and sale of such ADRs in accordance with the terms and conditions hereof;

(h) (i) cause all such Registrable Securities covered by such registration statement to be listed on the principal U.S. securities exchange on which similar securities issued by the Company are then listed (if any), if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) if no similar securities are then

so listed, cause all such Registrable Securities to be listed on a United States national securities exchange or secure designation of each such Registrable Security as a Nasdaq National Market "national market system security" within the meaning of Rule 11Aa2-1 of the Commission or secure National Association of Securities Dealers Automated Quotation authorization for such stock and, without limiting the generality of the foregoing, take all actions that may be required by the Company as the issuer of such Registrable Securities in order to facilitate the arranging for the registration of at least two market makers as such with respect to such stock with the NASD;

(i) provide and cause to be maintained a transfer agent, registrar and depositary agent for all such Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(j) enter into such customary agreements (including, if applicable, an underwriting agreement) and take such other actions as the Major Holder (or the Holders in the case of a Section 2.1 Demand Registration) shall reasonably request in order to expedite or facilitate the disposition of such Registrable Securities;

(k) obtain an opinion from the Company's counsel and a "cold comfort" letter from the Company's independent public accountants in customary form and covering such matters as are customarily covered by such opinions and "cold comfort" letters delivered to underwriters in underwritten public offerings, which opinion and letter shall be reasonably satisfactory to the underwriter, if any, and to the Major Holders participating in such offering, and furnish to each Holder participating in the offering and to each underwriter, if any, a copy of such opinion and letter addressed to such Holder or underwriter;

(l) deliver promptly to each Holder participating in the offering and each underwriter, if any, copies of all correspondence between the Commission and the Company, its counsel or auditors and all memoranda relating to discussions with the Commission, its staff, other than those portions of any such correspondence and memoranda which contain information subject to attorney-client privilege with respect to the Company, and, upon receipt of such confidentiality agreements as the Company may reasonably request, make reasonably available for inspection by any seller of such Registrable Securities covered by such registration statement, by any underwriter, if any, participating in any disposition to be effected pursuant to such registration statement and by any attorney, accountant or other agent retained by any such seller or any such underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(m) use its best efforts to obtain the withdrawal of any order

suspending the effectiveness of the registration statement;

(n) provide a CUSIP number for all Registrable Securities, not later than the effective date of the registration statement;

(o) make reasonably available its employees and personnel and otherwise provide reasonable assistance to the underwriters in the marketing of Registrable Securities in any underwritten offering;

(p) promptly prior to the filing of any document which is to be incorporated by reference into the registration statement or the prospectus (after the initial filing of such registration statement) provide copies of such document to counsel to the sellers of Registrable Securities and to the managing underwriter, if any, and make the Company's representatives reasonably available for discussion of such document and make such changes in such document concerning such sellers prior to the filing thereof as counsel for such sellers or underwriters may reasonably request;

(q) furnish to each Holder participating in the offering and the managing underwriter, without charge, at least one signed copy of the registration statement and any post-effective amendments thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(r) cooperate with the sellers of Registrable Securities and the managing underwriter, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement prior to any sale of Registrable Securities to the underwriters or, if not an underwritten offering, in accordance with the instructions of the sellers of Registrable Securities at least three business days prior to any sale of Registrable Securities; and

(s) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities.

The Company may require as a condition precedent to the Company's obligations under this Section 2.4 that each seller of Registrable Securities as to which any registration is being effected furnish the Company such information regarding such seller and the distribution of such securities as the Company may from time to time reasonably request, provided that such information shall be used only in connection with such registration.

Each Holder of Registrable Securities agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in clause (iii), (iv) or (v) of paragraph (e) of this Section 2.4, such Holder will discontinue such Holder's disposition of Registrable

Securities pursuant to the registration statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by paragraph (e) of this Section 2.4 and, if so directed by the Company, will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the prospectus covering such Registrable Securities that was in effect at the time of receipt of such notice. In the event the Company shall give any such notice, the applicable period mentioned in paragraph (b) of this Section 2.4 shall be extended by the number of days during such period from and including the date of the giving of such notice to and including the date when each seller of any Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus contemplated by paragraph (e) of this Section 2.4.

2.5 Registration Expenses

(a) "Expenses" shall mean any and all fees and expenses incident to the Company's performance of or compliance with this Article 2, including, without limitation: (i) Commission, United States stock exchange or NASD registration and filing fees and all listing fees and fees with respect to the inclusion of securities in the Nasdaq National Market; (ii) fees and expenses of compliance with securities laws or United States "blue sky" laws and in connection with the preparation of a "blue sky" survey, including, without limitation, fees and expenses of blue sky counsel; (iii) printing and copying expenses; (iv) messenger and delivery expenses; (v) expenses incurred in connection with any road show; (vi) fees and disbursements of counsel for the Company; (vii) with respect to each registration, the reasonable fees and disbursements of one counsel in the United States, as required, for the sellers of Registrable Securities as well as of local counsel in France (selected by the Holders in the case of a registration pursuant to Section 2.1, and selected by the Major Holder in the case of a registration pursuant to Section 2.2); (viii) fees and disbursements of all independent public accountants (including the expenses of any audit and/or "cold comfort" letter) and fees and expenses of other persons, including special experts, retained by the Company and (ix) any other reasonable fees and disbursements of underwriters, if any, customarily paid by issuers.

(b) The Company shall pay all Expenses with respect to any Demand Registration pursuant to Section 2.1 whether or not such Demand Registration becomes effective or does not remain effective for the period contemplated by Section 2.4(b), provided that the Holder(s) making any Demand Registration Request shall be responsible for all Expenses with respect to any Demand Registrtion in which such Holder(s) has withdrawn such Demand Registration Request. The Company shall pay all Expenses of each Holder with respect to any registration effected under Section 2.2. Each holder of Registrable Securities (other than the Holders) shall pay the expenses incurred by that holder with respect to any registration effected pursuant to Section 2.2.

(c) Notwithstanding the foregoing, (i) the provisions of this Section 2.5 shall be deemed amended to the extent necessary to cause these expense provisions to comply with United States "blue sky" laws of each state or the securities laws of any other jurisdiction in which the offering is made and (ii) in connection with any registration hereunder, each Holder of Registrable Securities being registered shall pay all underwriting discounts and commissions and any transfer taxes, if any, attributable to the Registrable Securities, pro rata with respect to payments of discounts and commissions in accordance with the number of shares included in the offering by such Holder, and (iii) the Company shall be responsible for all of its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties).

2.6 Certain Limitations on Registration Rights

In the case of any registration under Section 2.1 pursuant to an underwritten offering, or in the case of a registration under Section 2.2 if the Company has determined to enter into an underwriting agreement in connection therewith, all securities to be included in such registration shall be subject to an underwriting agreement and no Person may participate in such registration unless such Person agrees to sell such Person's securities on the basis provided therein and completes and/or executes all questionnaires and other documents which must be executed in connection therewith, and provides such other information to the Company or the underwriter as may be necessary to register such Person's securities.

2.7 Limitations on Sale or Distribution of Other Securities

(a) If requested in writing by the managing underwriter(s), if any, of any registration effected pursuant to Section 2.1 or 2.2, each Holder agrees, and if requested will confirm such agreement in writing, not to effect any public sale or distribution, including, without limitation, any sale pursuant to Rule 144 under the Securities Act, of any Registrable Securities, or of any other equity security of the Company or of any security convertible into or exchangeable or exercisable for any equity security of the Company (other than as part of such underwritten public offering) during the ten day period prior to, and during the 90 day period beginning on, the closing date of each such underwritten offering.

(b) The Company hereby agrees, and if requested will confirm such agreement in writing, that, if (i) it shall previously have received a request for registration pursuant to Section 2.1 or 2.2, and if such previous registration shall not have been withdrawn or abandoned, and (ii) the managing underwriter(s), if any, of such registration has requested in writing, then the Company shall not sell, transfer, or otherwise dispose of, any Ordinary Shares or ADSs, or any other equity security of the Company or any security convertible into or exchangeable or exercisable for

any equity security of the Company (other than as part of such underwritten public offering, or upon the conversion, exchange or exercise of any then outstanding Ordinary Share Equivalent), during the ten-day period prior to, and during the 90-day period beginning on, the closing date of such previous registration; and the Company shall so provide in any registration rights agreements hereafter entered into with respect to any of its securities.

2.8 No Required Sale

Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective registration statement.

2.9 Indemnification for Registrations.

(a) In the event of any registration of any securities of the Company under the Securities Act pursuant to this Article 2, the Company shall, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, the seller of any Registrable Securities, its directors, officers, fiduciaries, employees and stockholders or general and limited partners (and the directors, officers, employees and stockholders thereof), each other Person who participates as an underwriter or a Qualified Independent Underwriter, if any, in the offering or sale of such securities, each officer, director, employee, stockholder or partner of such underwriter or Qualified Independent Underwriter, and each other Person, if any, who controls such seller or any such underwriter within the meaning of the Securities Act, against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) in respect thereof and expenses (including fees of counsel and any amounts paid in any settlement effected with the Company's consent) to which each such indemnified party may become subject under the Securities Act or otherwise ("Claims"), insofar as such Claims arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such securities were registered under the Securities Act or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary, final or summary prospectus or any amendment or supplement thereto, together with the documents incorporated by reference therein, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) any violation by the Company of any federal, state, or common law rule or regulation applicable to the Company and relating to action required or inaction of the Company in connection with any such registration, and the Company will reimburse any such indemnified party for any legal or other expenses reasonably incurred by

such indemnified party in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the Company shall not be liable to any such indemnified party in any such case to the extent such Claim arises solely out of any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in such registration statement or amendment thereof or supplement thereto or in any such prospectus or any preliminary, final or summary prospectus in reliance upon, and in conformity with, written information furnished to the Company by, or on behalf of, such indemnified party specifically for use therein. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by, or on behalf of, such indemnified party and shall survive the transfer of such securities by such seller.

(b) Each Holder of Registrable Securities that are included in the securities as to which any registration under Section 2.1 or 2.2 is being effected (and, if required by the Company as a condition to including any Registrable Securities in any registration statement filed in accordance with Section 2.1 or Section 2.2, any underwriter or Qualified Independent Underwriter, if any), shall, severally and not jointly, indemnify and hold harmless (in the same manner and to the same extent as set forth in paragraph (a) of this Section 2.9) to the extent permitted by law, the Company, its officers, directors, fiduciaries, employees and stockholders or general and limited partners (and the directors, officers, employees, and stockholders thereof), each Person controlling the Company within the meaning of the Securities Act with respect to any untrue statement or alleged untrue statement of any material fact in, or omission or alleged omission of any material fact from, such registration statement, any preliminary, final or summary prospectus contained therein, or any amendment or supplement thereto, if such statement or alleged statement or omission or alleged omission was made in reliance upon, and in conformity with, written information furnished to the Company or its representatives by, or on behalf of, such Holder or underwriter or Qualified Independent Underwriter, if any, specifically for use therein and shall reimburse such indemnified party for any legal or other expenses reasonably incurred in connection with investigating or defending any such Claim as such expenses are incurred; provided, however, that the aggregate amount which any such Holder shall be required to pay pursuant to this Section 2.9(b) and Sections 2.9(c) and (e) shall in no case be greater than the amount of the net proceeds received by such Holder upon the sale of the Registrable Securities pursuant to the registration statement giving rise to such Claim. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by, or on behalf of, such indemnified party and shall survive the transfer of such securities by such Holder.

(c) Indemnification similar to that specified in the preceding paragraph (a) and (b) of this Section 2.9 (with appropriate modifications) shall be given by the Company with respect to any required registration or other qualification of securities under any state securities and "blue sky" laws.

(d) Any person entitled to indemnification under this Agreement shall promptly notify the indemnifying party in writing of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Section 2.9, but the failure of any indemnified party to provide such notice shall not relieve the indemnifying party of its obligations under the preceding paragraphs of this Section 2.9, except to the extent the indemnifying party is materially prejudiced thereby and shall not relieve the indemnifying party from any liability which it may have to any indemnified party otherwise than under this Article 2. In case any action or proceeding is brought against an indemnified party, it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, unless in the reasonable opinion of outside counsel to the indemnified party a conflict of interest between such indemnified and indemnifying parties may exist in respect of such Claim, to assume the defense thereof jointly with any other indemnifying party similarly notified, to the extent that it chooses, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party that it so chooses, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that (i) if the indemnifying party fails to take reasonable steps necessary to defend diligently the action or proceeding within 20 days after receiving notice from such indemnified party that the indemnified party believes it has failed to do so, (ii) if such indemnified party who is a defendant in any action or proceeding which is also brought against the indemnifying party reasonably shall have concluded that there may be one or more legal defenses available to such indemnified party which are not available to the indemnifying party and that would cause representation by the same counsel to be inappropriate under applicable standards of professional conduct, or (iii) if representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then, in any such case, the indemnified party shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel for all indemnified parties in each jurisdiction, except to the extent any indemnified party or parties reasonably shall have concluded that there may be legal defenses available to such party or parties which are not available to the other indemnified parties and that would cause representation by the same counsel to be inappropriate under applicable standards of professional conduct or to the extent representation of all indemnified parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct) and the indemnifying party shall be liable for any expenses therefor (including, without limitation, any such counsel's fees). No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or Claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party

is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (B) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by, or on behalf of, any indemnified party. No indemnifying party shall be liable for any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or Claim entered into by any indemnified party without such indemnifying party's prior written consent during any period in which the indemnifying party is not in material breach of its obligations under this Section 2.9.

(e) If for any reason the foregoing indemnity is unavailable or is insufficient to hold harmless an indemnified party under Sections 2.9(a), (b) or (c), then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of any Claim in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, with respect to such offering of securities. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. If, however, the allocation provided in the second preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative faults, but also the relative benefits of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 2.9(e) were to be determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this Section 2.9(e). The amount paid or payable in respect of any Claim shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such Claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything in this Section 2.9(e) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.9(e) to contribute any amount in excess of the net proceeds received by such indemnifying party from the sale of Registrable Securities in the offering to which the losses, claims, damages or liabilities of the indemnified parties relate, less the amount of any indemnification payment made pursuant to Sections 2.9(b) and (c).

(f) The indemnity agreements contained herein shall be in addition to any other rights to indemnification or contribution which any

indemnified party may have pursuant to law or contract and shall remain operative and in full force and effect regardless of any investigation made or omitted by, or on behalf of, any indemnified party and shall survive the transfer of the Registrable Securities by any such party.

(g) The indemnification and contribution required by this Section 2.9 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

3. Underwritten Offerings

3.1 Requested Underwritten Offerings

If requested by the underwriters for any underwritten offering by the Holders pursuant to a registration requested under Section 2.1, the Company shall enter into a customary underwriting agreement with the underwriters. Such underwriting agreement shall be satisfactory in form and substance to the Holders acting reasonably and in such underwriting agreement, the Company shall, make to, and for the benefit of, such Holders the representations, warranties and covenants of the Company which are being made to, and for the benefit of, such underwriters and which are of the type customarily provided to institutional investors in secondary offerings. Any Holder participating in the offering shall be a party to such underwriting agreement and may, at its option, require that any or all of the representations and warranties made by, and the other agreements on the part of, the Company to, and for the benefit of, such underwriters shall also be made to, and for the benefit of, such Holder and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement be conditions precedent to the obligations of such Holder; provided, however, that the Company shall not be required to make any representations or warranties with respect to information specifically provided by a selling Holder of Registrable Securities for inclusion in the registration statement. Such underwriting agreement shall also contain such representations and warranties by the participating Holders as are customary in agreements of that type.

3.2 Piggyback Underwritten Offerings

In the case of a registration pursuant to Section 2.2 hereof, if the Company shall have determined to enter into any underwriting agreements in connection therewith, all of the Holders' Registrable Securities to be included in such registration shall be subject to such underwriting agreements. Any Holder participating in such registration may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to, and for the benefit of, such underwriters shall also be made to, and for the benefit of, such Holder and that any or all of the conditions precedent to the

obligations of such underwriters under such underwriting agreement be conditions precedent to the obligations of such Holder. Such underwriting agreement shall also contain such representations and warranties by the participating Holders as are customary in agreements of that type.

3.3 Underwriting Services

If a Demand Registration pursuant to Section 2.1 involves an underwritten offering, then the Company shall select the underwriter from underwriting firms of national reputation in the United States, subject to the approval of the Holders, such approval not to be unreasonably withheld.

4. General

4.1 Rule 144

The Company covenants that (a) so long as it remains subject to the reporting provisions of the Exchange Act, it will timely file the reports required to be filed by it under the Securities Act or the Exchange Act (including, without limitation, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144 under the Securities Act), and (b) will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the U.S. Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the Commission. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements.

4.2 Nominees for Beneficial Owners

If Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its option, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any Holder or Holders of Registrable Securities pursuant to this Agreement (or any determination of any number or percentage of shares constituting Registrable Securities held by any Holder or Holders of Registrable Securities contemplated by this Agreement); provided, however, that the Company shall have received written assurances reasonably satisfactory to it of such beneficial ownership.

4.3 Amendments

The terms and provisions of this Agreement may be modified or amended, or

any of the provisions hereof waived, temporarily or permanently, pursuant to the prior written consent of the Company and the Holders of at least 50% of Registrable Securities

4.4 Notices

All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by telecopy, or nationally recognized overnight courier, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

(i) if to the Company, to:

Compangie Generale De Geophysique
1 rue Leon Migaux
91341 Massy Sedex
France
Telecopy: 011 331 64 47 39 70
Attention: Michel Ponthus

with a copy to:

Jones, Day, Reavis & Pogue
599 Lexington Avenue
New York, New York 10022
Attention: Jere R. Thomson

(ii) if to the Investor, to:

The Beacon Group Energy Investment Fund II, L.P.
399 Park Avenue
New York, New York 10022
Telecopy: (212) 339-9109
Attention: Robert F. Semmens

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, NY 10004
Telecopy: (212) 859-8587
Attention: Charles M. Nathan

Each Holder, by written notice given to the Company in accordance with this Section 4.5, may change the address to which such notice or other communications are to be sent to such Holder. Holders who acquire Ordinary Shares or ADSs after the date hereof shall give the Company notice of their address in accordance with this Section 4.5. All such notices, requests,

consents and other communications shall be deemed to have been given when received.

4.6 Miscellaneous

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and the respective successors, personal representatives and assigns of the parties hereto, whether so expressed or not. No Person other than a Holder shall be entitled to any benefits under this Agreement, except as otherwise expressly provided herein. This Agreement and the rights of the parties hereunder may be assigned by any of the parties hereto to any transferee of Registrable Securities provided that upon the consummation of, and as a condition to, any such assignment the transferee assumes the obligations of the assignor under, and agrees to be bound by the terms of, this Agreement.

(b) This Agreement and the other writings referred to herein or delivered pursuant hereto which form a part hereof contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemplated arrangements and understandings with respect thereto.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

(d) The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

(e) This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument.

(f) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Agreement.

(g) It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person, therefore, shall be entitled to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond, and, if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

(h) Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(i) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES OF AMERICA, IN EACH CASE LOCATED IN THE COUNTY OF NEW YORK (AS APPLICABLE, A "NEW YORK COURT"), FOR ANY SUIT, ACTION, PROCEEDING OR INVESTIGATION IN ANY COURT OR BEFORE ANY GOVERNMENTAL AUTHORITY ("LITIGATION") ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RESULTING FROM SUCH LITIGATION (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS). The Company has appointed CT Corporation System, New York NY, as its authorized agent, (the "Authorized Agent") to receive on its behalf service of copies of the summons and complaints and any other process which may be served in any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby which may be instituted in a New York Court, and waives any other requirements of or objections to personal jurisdiction with respect thereto. Such service may be made by delivering a copy of such process to the Company in care of the Authorized Agent at the addresses specified above for the Authorized Agent and obtaining a receipt therefor, and the Company hereby irrevocably authorizes and direct such Authorized Agent to accept such service on its behalf. The Company represents and warrants that the Authorized Agent has agreed to act as said agent for service of process, and agrees that service of process in such manner upon the Authorized Agent shall be deemed in every respect effective service of process upon the Company in any such suit, action or proceeding. The Company further agrees to take any and all actions as may be necessary to maintain such designation and appointment of such Authorized Agent in full force and effect. If the Authorized Agent shall cease to act as the Company's agent in the County of New York for service of process, the Company shall appoint without delay another such agent. In the event that the Company shall fail to designate such new designee, appointee and agent, service of process in any such action or proceeding may be effected upon the Company by the mailing of copies thereof by first-class mail (postage prepaid) to the Company at its addresses set forth herein, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law. No party may move to (i) transfer any Litigation from a New York Court to another jurisdiction, (ii) consolidate any Litigation brought in a New York Court with a suit, action or proceeding in another jurisdiction, or (iii) dismiss any Litigation brought in a New York Court for the purpose of bringing the same in another jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation arising out of this Agreement or the transactions contemplated

hereby in the New York Court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4.7 Prior Agreements

Each of the Holders and the Company hereby agrees that any agreement previously entered into by it pursuant to which the Company granted to it any registration rights shall be superseded by this Agreement and each such agreement (and any rights such Holder has pursuant to such agreement) shall be terminated, null and void and no longer in effect.

4.8 No Inconsistent Agreements

Without the prior written consent of the Investor, neither the Company nor any Holder will, on or after the date of this Agreement, enter into any agreement with respect to its securities which conflicts with the provisions hereof, other than any lock-up agreement with the underwriters in connection with any registered offering effected hereunder, pursuant to which the Company shall agree not to register for sale, and the Company shall agree not to sell or otherwise dispose of, Ordinary Shares or ADSs or any securities convertible into or exercisable or exchangeable for Ordinary Shares or ADSs, for a specified period following the registered offering. For the avoidance of doubt, this Section 4.8 shall not prohibit the Company from granting demand registration rights to other holders of its equity securities that have priority over persons exercising "piggyback" registration rights pursuant to Section 2.2.

4.9 English Language

This Agreement shall be in the English language except as required by French law (in which event a certified English translation thereof shall be provided by the Company to each Holder). All documents, certificates, reports or notices to be delivered or communications to be given or made by any party hereto pursuant to the terms of this Agreement shall be in the English language unless otherwise expressly provided herein or, if originally written in another language, shall be accompanied by an accurate English translation upon which the Holders hereto shall have the right to rely for all purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

THE BEACON GROUP ENERGY INVESTMENT
FUND II, L.P.

By: /s/ Mary J. Guilfoile

Name:

Title:

COMPANGIE GENERALE DE GEOPHYSIQUE

By: /s/ Robert Brunk

Name: Robert Brunk

Title: Chairman of the Board
and Chief Executive Officer

(Signature Page to Registration
Rights Agreement)

EXHIBIT 3
AGREEMENT OF JOINT FILING

The undersigned hereby agree that they are filing jointly pursuant to Rule 13d-1(k)(1) of the Exchange Act the statement dated January __, 1999, containing the information required by Schedule 13D, for the Ordinary Shares of Compagnie Generale de Geophysique held by CGG Investors, LLC, a Delaware limited liability company, and GF Ltd. Transaction Partnership, L.P.

Dated: February 4, 2000

ENERGY FUND II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

BEACON ENERGY INVESTORS II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

THE BEACON GROUP ENERGY INVESTMENT FUND II, L.P.

By: Beacon Energy Investors II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

CGG INVESTORS LLC

By: The Beacon Group Energy Investment Fund II, L.P.

By: Beacon Energy Investors II, LP

By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

GF LTD. TRANSACTION PARTNERSHIP, L.P.

By: Beacon Energy Investors II, LP
By: Energy Fund II GP, LLC

By: /s/ John J. MacWilliams

Authorized Signatory*

* A Power of Attorney authorizing John MacWilliams to act on behalf of Energy Fund II GP, LLC is filed herewith as Exhibit 4.

EXHIBIT 4

POWER OF ATTORNEY

ENERGY FUND II GP, LLC hereby authorizes any of GEOFFREY T. BOISI, MARY J. GUILFOILE, JOHN J. MACWILLIAMS OR PRESTON R. MILLER, acting alone, to sign and file with the Securities and Exchange Commission on its behalf a Schedule 13D and any amendments thereto relating to its actual and deemed beneficial ownership of shares of COMPAGNIE GENERALE DE GEOPHYSIQUE. This Power of Attorney is valid for twelve (12) months from the date set forth below.

Dated: February 4, 2000

ENERGY FUND II GP, LLC

By: /s/ Preston R. Miller

Authorized Signatory