



ENTERED
12/19/2017

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

IN RE:	§	
	§	CASE NO: 17-60179
EXPRO HOLDINGS US INC., <i>et al</i>	§	CHAPTER 11
	§	
Debtor(s).	§	DAVID R. JONES

ORDER (A) SCHEDULING COMBINED HEARING ON (I) ADEQUACY OF DISCLOSURE STATEMENT AND SOLICITATION PROCEDURES AND (II) CONFIRMATION OF PREPACKAGED PLAN; (B) ESTABLISHING PROCEDURES FOR OBJECTING TO DISCLOSURE STATEMENT, SOLICITATION PROCEDURES, AND PREPACKAGED PLAN; (C) APPROVING FORM, MANNER, AND SUFFICIENCY OF NOTICE OF COMBINED HEARING AND COMMENCEMENT OF CHAPTER 11 CASES; (D) EXTENDING TIME AND, UPON PLAN CONFIRMATION, WAIVING REQUIREMENTS TO (II) CONVENE SECTION 341 MEETING AND (I) FILE STATEMENT OF FINANCIAL AFFAIRS AND SCHEDULES OF ASSETS AND LIABILITIES; AND (E) GRANTING RELATED RELIEF

(Relates to Docket No. 15)

Upon the motion, dated December 18, 2017 (the “**Motion**”)¹ of Expro Holdings Us Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order (a) scheduling a Combined Hearing to consider (i) the adequacy of the Disclosure Statement and the Solicitation Procedures, and (ii) confirmation of the Prepackaged Plan; (b) establishing procedures for objecting to the Disclosure Statement, Solicitation Procedures, and Prepackaged Plan; (c) approving the form, manner, and sufficiency of notice of the Combined Hearing and commencement of these Chapter 11 Cases; (d) extending time for the Debtors to (i) file the Schedules and SOFAs through and including the Deadline and waiving the requirement that the Debtors file the Schedules and SOFAs upon confirmation of the Prepackaged Plan and (ii) convene the Section 341 Meeting through and including the Deadline, and waiving the requirement that the Debtors convene a Section 341 Meeting if the Prepackaged Plan is confirmed by the Deadline; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the Amended Standing Order and the Complex Chapter 11 Procedures; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

Motion (the "Hearing"); and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Combined Hearing (at which time the Bankruptcy Court will consider, among other things, the adequacy of the Disclosure Statement and the Solicitation Procedures, and confirmation of the Prepackaged Plan) will be held before the Honorable David R. Jones, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, Texas, **January 25, 2018 at 1:00 p.m. (Prevailing Central Time)**. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket.
3. Any objections to the approval of the Disclosure Statement, the Solicitation Procedures, or confirmation of the Prepackaged Plan must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state the legal and factual basis for and nature of any objection; (d) conform to the Bankruptcy Rules and the Local Rules; and (e) be filed with the Bankruptcy Court, together with proof of service. In addition to being filed with the Bankruptcy Court, any such responses or objections must be served on the following parties so as to be received by **no later than 4:00 p.m. (Prevailing Central Time) on January 19, 2018 (the "Objection Deadline")**, on the following parties:
 - i. the Debtors, c/o Expro Holdings US Inc., 738 Highway 6 South, Suite 1000, Houston, Texas 77079 (Attn: John McAlister);
 - ii. proposed counsel to the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Brian S. Hermann, Esq., Alice Belisle Eaton, Esq. and Kyle J. Kimpler, Esq.), and (b) Jackson Walker L.L.P., 1401 McKinney Suite 1900, Houston, Texas 777010 (Attn: Patricia Tomasco, Esq.);
 - iii. counsel to the Ad Hoc Lender Group, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Damian S. Schaible, Esq.);
 - iv. counsel to the Ad Hoc Equity Committee, Kirkland & Ellis LLP 601 Lexington Avenue, New York, New York 10022 (Attn: Christopher J. Marcus, Esq.);
 - v. counsel to the First Lien Administrative Agent, and certain First Lien Lenders, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 (Attn: Chris Beatty, Esq.); and

vi. the Office of the United States Trustee for the Southern District of Texas (the “**U.S. Trustee**”), 515 Rusk Street, Suite 3516, Houston, Texas 77002.

4. Objections, if any, not timely filed and served in the manner set forth above may, in the Court’s discretion, not be considered and may be overruled.

5. The Debtors shall file their brief in support of confirmation of the Prepackaged Plan, and their reply to any objections no later than two (2) days before the Combined Hearing.

6. Pursuant to sections 1125 and 1126 of the Bankruptcy Code and applicable nonbankruptcy law, the Debtors are authorized to continue their prepetition solicitation in respect of the Prepackaged Plan, commenced on December 15, 2017, after the Petition Date. To the extent that the Debtors received any acceptances or rejections in respect of the Prepackaged Plan prior to the Petition Date, the Debtors may count such ballots.

7. The Debtors are authorized to combine the notice of the Combined Hearing and notice of the commencement of the Chapter 11 Cases.

8. Notice of the Combined Hearing as proposed in the Motion and the form of Combined Notice, substantially in the form attached hereto as **Exhibit 1**, shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given; *provided*, that, any provision of Bankruptcy Rule 3017(d) requiring the Debtors to distribute the Disclosure Statement and the Prepackaged Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Prepackaged Plan, or any parties in interest other than as prescribed in this Order, shall be waived. The Debtors shall cause the Voting Agent to mail a copy of the Combined Notice to the parties set forth in the Motion within two (2) business days of the entry of this Order or as soon as reasonably practicable.

9. Substantially contemporaneously with the service of the Combined Notice, the Debtors shall cause to be posted to the Website, various chapter 11 related documents, including, among others, the following: (a) the Prepackaged Plan, (b) the Disclosure Statement, (c) the Motion and any orders entered in connection with the Motion, and (d) the Combined Notice. The Website address is <http://cases.primeclerk.com/expro>.

10. The Debtors are authorized, pursuant to Bankruptcy Rule 2002(1), to give supplemental publication notice of the Combined Hearing by publication in a newspaper designated by the Debtors in their sole discretion and on a date no less than twenty-eight (28) days prior to the Combined Hearing.

11. To the extent that section 1125(b) of the Bankruptcy Code requires the Debtors’ prepetition solicitation of acceptances for the Prepackaged Plan to be pursuant to an approved disclosure statement in order to continue on a postpetition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the Disclosure Statement at the Combined Hearing.

12. The notice procedures set forth herein constitute good and sufficient notice of the Combined Hearing, the commencement of the Chapter 11 Cases, and the deadline and procedures for objecting to the adequacy of the Disclosure Statement and the Solicitation Procedures, and/or confirmation of the Prepackaged Plan, and no other or further notice shall be necessary.

13. The Voting Record Date and the Voting Deadlines are approved.

14. The time within which the Debtors shall file their Schedules and SOFAs is extended through and including **February 8, 2018** (the “Deadline”), without prejudice to the Debtors’ right to seek further extensions of the time within which to file the Schedules and SOFAs or to seek additional relief from this Court regarding the filing of, or waiver of the requirement to file, the Schedules and SOFAs, if such additional relief proves necessary.

15. The requirement that the Debtors file the Schedules and SOFAs is permanently waived effective upon the date of confirmation of the Prepackaged Plan, *provided* that Confirmation occurs on or before the Deadline.

16. The Section 341 Meeting shall be deferred until the Deadline and shall be waived unless the Prepackaged Plan is not confirmed by the Deadline.

17. The Ballots substantially in the form attached to the Motion as **Exhibits B, C and D** are approved.

18. The procedures used for tabulations of votes to accept or reject the Prepackaged Plan as set forth in the Motion, including authorization for the Debtors to accept provisional Ballots, if necessary, and as provided by the Ballot are approved.

19. The Debtors are authorized to take all action necessary to the relief granted in this Order.

20. Nothing contained in the Motion or this Order shall be deemed to construed as an admission to the validity or priority of any claim or lien against the Debtors or any other party or as a waiver of such parties’ rights to dispute any claim or lien.

21. Bankruptcy Rule 6003(b) has been satisfied.

22. All time periods set forth in this Order shall be deemed to meet the statutory requirements or are hereby altered in accordance with Bankruptcy Rule 9006(a).

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

24. Notwithstanding any applicability of Bankruptcy Rules 6004(a) and (h), the terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

25. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

SIGNED: December 19, 2017.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1 TO SCHEDULING ORDER
COMBINED NOTICE**

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

In re:

EXPRO HOLDINGS US INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-60179 (DRJ)

**NOTICE OF COMMENCEMENT OF CASES
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE
-AND-**

**SUMMARY OF JOINT PREPACKAGED CHAPTER 11 PLAN AND NOTICE OF
HEARING TO CONSIDER (A) ADEQUACY OF DISCLOSURE STATEMENT
AND SOLICITATION PROCEDURES; (B) CONFIRMATION
OF PLAN OF REORGANIZATION; AND (C) RELATED MATERIALS**

PLEASE TAKE NOTICE THAT:

1. On December 18, 2017 (the “Petition Date”), Expro Holdings US Inc. (“Expro”) and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), each commenced a case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). On the Petition Date, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and its Affiliated Debtors*, dated as of December 15, 2017 (the “Prepackaged Plan”),² and a disclosure statement for the Prepackaged Plan, dated as of December 15, 2017 (the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are as follows: Expro Holdings US, Inc. (9304); Exploration and Production Services (Holdings) Ltd (4457); Expro (B) Sdn Bhd (BN) (4498); Expro Americas, LLC (6756); Expro Benelux Ltd. (4470); Expro do Brasil Servicos Ltda (5788); Expro Eurasia Ltd. (4463); Expro FinServices Sarl (5691); Expro Group Australia PTY Ltd. (4495); Expro Group Canada Inc. (1672); Expro Gulf Ltd. (4486); Expro Holdings Australia 1 PTY Ltd. (4386); Expro Holdings Australia 2 PTY Ltd. (4387); Expro Holdings Norway AS (2951); Expro Holdings UK 2 Ltd. (5169); Expro Holdings UK 3 Ltd (5168); Expro Holdings UK 4 Ltd. (5167); Expro International BV (4476); Expro International Group Holdings Ltd. (5170); Expro International Group Ltd. (4453); Expro International Ltd. (4461); Expro Meters Inc. (1666); Expro North Sea Ltd. (4460); Expro Norway AS (1675); Expro Overseas Inc. (4481); Expro OverseasLtd. (4489); Expro Resources Ltd. (4472); Expro Servicos S de R L de C.V. (1674); Expro Tool S de R L de C.V. (1673); Expro Trinidad Ltd.; Expro US Finco LLC (7558); Expro US Holdings,LLC (1005); Expro Worldwide BV (1668); Exprotech Nigeria Ltd. (4478); Petrotech AS (5875); Petrotech BV (5888); PT Expro Indonesia (4491). The location of the Debtors’ registered office is 14-16 Cross Street, 3rd Floor, Reading, Berkshire, RG1 1SN, United Kingdom.

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

Bankruptcy Code. On December 18, 2017, the Bankruptcy Court entered an order conditionally approving the Disclosure Statement as having adequate information under section 1125 of the Bankruptcy Code without prejudice to any party in interest objecting to the Disclosure Statement at the Combined Hearing (as defined below).

2. Copies of the Prepackaged Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors' voting agent, Prime Clerk LLC (the "Voting Agent"), at <http://cases.primeclerk.com/expro>. Copies of the Prepackaged Plan and Disclosure Statement may also be obtained by calling the Voting Agent at 917-606-6438 (international); 844-205-4334 (domestic, toll free), or sending an electronic mail message to the Debtors' counsel at ExproTeam@PrimeClerk.com. A chart summarizing the treatment provided by the Prepackaged Plan to each class of Claims and Interests is included in **Annex A**.

3. Only Holders of First Lien Claims (Class 3), Mezzanine Facility Claims (Class 4) and Expro Preference Interests (Class 8) are entitled to vote to accept or reject the Prepackaged Plan. All other classes of Claims or Interests were either presumed to accept or deemed to reject the Prepackaged Plan.

4. On December 15, 2017, the Debtors commenced solicitation of votes to accept the Prepackaged Plan from the Holders of Claims in Class and Class 4 and Interests in Class 8, each of record as of December 14, 2017. **The deadline for the submission of votes to accept or reject the Prepackaged Plan is at 5:00 p.m. (Prevailing Central Time) on (a) December 22, 2017, with respect to the Class 3 First Lien Claims and the Class 4 Mezzanine Facility Claims, and (b) January 17, 2018, with respect to Class 8 Expro Preference Interests, unless such time is extended by the Debtors.**

COMBINED HEARING

5. A combined hearing to consider (a) the adequacy of (i) the Disclosure Statement and (ii) the solicitation procedures utilized in connection with the solicitation of votes to accept or reject the Prepackaged Plan (the "Solicitation Procedures") and (b) confirmation of the Prepackaged Plan, and any objections thereto, will be held before the Honorable _____, United States Bankruptcy Judge, in courtroom ___ of the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Courtroom ___ Houston, Texas, _____, **201_ at _____ (Prevailing Central Time)**, or as soon thereafter as counsel may be heard (the "Combined Hearing").

6. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and notice of such adjourned date(s) will be available on the electronic case filing docket and the Voting Agent's website at <http://cases.primeclerk.com/expro>.

7. Any objections to the Disclosure Statement, the Solicitation Procedures, and/or confirmation of the Prepackaged Plan must (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state the legal and factual basis for and nature of any objection; (d) conform to the Federal Rules of Bankruptcy Procedure and the *Local Bankruptcy Rules for the Southern District of Texas*; and (e)

be filed with the Bankruptcy Court, together with proof of service, and served on the following parties so as to be received by **no later than January 19, 2018, at 4:00 p.m. (Prevailing Central Time) (the “Objection Deadline”)**:

i. the Debtors, c/o Expro Holdings US Inc., 738 Highway 6 South, Suite 1000, Houston, Texas 77079 (Attn: John McAlister);

ii. proposed counsel to the Debtors, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064 (Attn: Brian S. Hermann, Esq., Alice Belisle Eaton, Esq. and Kyle J. Kimpler, Esq.), and (b) Jackson Walker L.L.P., 1401 McKinney Suite 1900, Houston, Texas 777010 (Attn: Patricia Tomasco, Esq.)

iii. counsel to the Ad Hoc Lender Group, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 (Attn: Damian S. Schaible, Esq.);

iv. counsel to the Ad Hoc Equity Committee, Kirkland & Ellis LLP 601 Lexington Avenue, New York, New York 10022 (Attn: Christopher J. Marcus, Esq.);

v. counsel to the First Lien Administrative Agent, and certain First Lien Lenders, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York 10004 (Attn: Chris Beatty, Esq.); and

vi. the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), 515 Rusk Street, Suite 3516, Houston, Texas 77002.

IF THE PREPACKAGED PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON ALL OF THE DEBTORS’ CREDITORS AND INTEREST HOLDERS. FAILURE TO FILE A TIMELY OBJECTION TO THE PREPACKAGED PLAN WILL RESULT, IF THE PREPACKAGED PLAN IS CONFIRMED, IN THE APPLICATION OF THE PROVISIONS SET FORTH ON ANNEX A, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED THEREIN, TO EACH OF THE DEBTORS’ CREDITORS AND INTEREST HOLDERS. ANY PERSON THAT OPPOSES THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH ON ANNEX A SHOULD FILE A TIMELY OBJECTION TO THE PREPACKAGED PLAN IN ACCORDANCE WITH THIS NOTICE.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

SECTION 341(A) MEETING

8. A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “Section 341(a) Meeting”) will be deferred until March 3, 2018. **If the Debtors’ Prepackaged Plan is confirmed by March 3, 2018, the Debtors will not convene a Section 341(a) Meeting.** If the Section 341(a) Meeting will be convened, the Debtors will file, serve on the parties on whom it served this notice, and post on the Voting Agent’s website at <http://cases.primeclerk.com/expro>, not less than seven (7) days before the date scheduled for such meeting, a notice of the date, time, and place of the Section 341(a) Meeting. The meeting may be adjourned or continued from time to time by notice at the Section 341(a) Meeting, without further notice to the creditors.

Dated: _____, 2017
Houston, Texas

BY ORDER OF THE COURT

JACKSON WALKER L.L.P.
1401 McKinney Suite 1900
Houston, Texas 777010
Telephone: (713) 752-4200
Facsimile: (713) 308-4184

-and-

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**
Brian S. Hermann
Alice B. Eaton
Kyle J. Kimpler
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

*Proposed Counsel for Debtors and
Debtors in Possession*

Annex A

Selected Prepackaged Plan Provisions

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each class of Claims against and Interests in the Debtors, and indicates the voting status of each class.

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote	Approx. Percentage Recovery
1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for each Allowed Other Priority Claim, each such Holder shall receive payment in full, in Cash, of the unpaid portion of its Allowed Other Priority Claim on the Effective Date or as soon thereafter as reasonably practicable (or, if payment is not then due, such Allowed Other Priority Claim shall be paid in accordance with its terms) or pursuant to such other terms as may be agreed to by the Holder of an Allowed Other Priority Claim and the Debtors.	Unimpaired	No (Presumed to accept)	100%
2	Other Secured Claims	On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor, with the consent (such consent not to be unreasonably withheld) of the Requisite Consenting Lenders: (i) payment in full in Cash of the unpaid portion of its Allowed Other Secured Claim on the Effective Date or as soon thereafter as reasonably practicable (or if payment is not then due, then such Allowed Other Secured Claim shall be paid in accordance with its	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote	Approx. Percentage Recovery
		terms), (ii) Reinstatement of its Claims or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.			
3	First Lien Claims	On the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for each First Lien Claim, each Holder of an Allowed First Lien Claim shall receive its Pro Rata share of 100% of the New Ordinary Shares, subject to dilution by New Ordinary Shares issuable pursuant to the Rights Offering (including the Rights Offering Backstop Fee Shares), the Management Incentive Plan, and the New Warrants.	Impaired	Yes	48% – 68%
4	Mezzanine Facility Claims	On the Effective Date, each Holder of an Allowed Mezzanine Facility Claim will receive, subject to the terms of the Prepackaged Plan, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Mezzanine Facility Claim: <ul style="list-style-type: none"> ▪ If Class 4 votes to accept the Prepackaged Plan: its Pro Rata share of the New Tranche A Warrants. ▪ If Class 4 votes to reject the Prepackaged Plan: payment in full in Cash, subject to turnover (as described herein). 	Impaired	Yes	7% – 44%
5	General Unsecured Claims	Each Holder of a General Unsecured Claim will be paid in full in Cash (together with interest if provided for under the governing agreement) in the ordinary course of the Debtors' business, in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents	Unimpaired	No (Presumed to accept)	100%

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote	Approx. Percentage Recovery
		relating to such transactions, or Reinstated, subject to all claims, defenses, or disputes the Debtors or the Reorganized Debtors may have with respect to such General Unsecured Claims.			
6	Intercompany Claims	On the Effective Date, all Intercompany Claims shall be adjusted, Reinstated, or discharged to the extent determined to be appropriate by the Debtors or the Reorganized Debtors, as applicable.	Unimpaired	No (Presumed to accept)	N/A
7	Intercompany Interests	On the Effective Date, each Intercompany Interest shall be Reinstated.	Unimpaired	No (Presumed to accept)	N/A
8	Expro Preference Interests	<p>On the Effective Date, all Expro Preference Interests shall be cancelled and discharged and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and each Holder of an Allowed Expro Equity Interest shall be entitled to receive:</p> <ul style="list-style-type: none"> • If (a) Class 8 votes to accept the Prepackaged Plan, and (b) the Requisite Equityholders are not in breach of the Restructuring Support Agreement: its Pro Rata share of the New Tranche B Warrants. • If Class 8 votes to reject the Prepackaged Plan: no distribution under the Prepackaged Plan. 	Impaired	Yes	\$5 – \$28 million
9	Expro Ordinary Interests	On the Effective Date, all Expro Ordinary Interests shall be deemed canceled and extinguished, and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no distribution to Holders of Expro Ordinary Interests on account of such Interests.	Impaired	No (Deemed to Reject)	0%

Discharges, Injunctions, Exculpations, and Release

Please be advised that the Plan contains certain release, exculpation and injunction provisions substantially as follows:

Relevant Definitions

“Exculpated Claim” means any Released Claim, Cause of Action or any claim related to any act or omission derived from, based upon, related to or arising from the Debtors’ in or out-of-court prepetition restructuring efforts, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation or Filing of the Disclosure Statement, the Plan or any contract, instrument, release or other agreement or document (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, including: (a) the Plan, (b) the Disclosure Statement, (c) the Confirmation Order, (d) the DIP Facility; (e) the Rights Offering; (f) the Backstop Commitment Agreement; (g) the Exit Credit Agreement; (h) the New Warrant Agreements; (i) the New Organizational Documents of the Reorganized Debtors; (j) the Restructuring Support Agreement, (k) the Management Incentive Plan; (l) any Schedule of Rejected Executory Contracts and Unexpired Leases; and (m) any Shareholders Agreements; (items (d) through (m) hereof, as may be amended from time to time, the “Restructuring Documents”), or any other agreement or ancillary document contemplated by the Plan; provided, however, that the foregoing shall not be deemed to release, affect or limit any of the rights and obligations of the Released Parties from, or exculpate the Released Parties with respect to, any of the Released Parties’ obligations or covenants arising under the Restructuring Documents and any contracts, instruments, releases and other agreements or documents delivered in connection with or contemplated by, the foregoing.

“General Unsecured Claim” means any Claim against any Debtor that is not otherwise paid in full during the Chapter 11 Cases pursuant to an order of the Court and that is not: (a) a DIP Facility Claim; (b) an Administrative Claim or Statutory Fee; (c) a Priority Tax Claim; (d) an Other Priority Claim; (e) an Other Secured Claim; (f) a First Lien Claim; (g) a Mezzanine Facility Claim; or (h) an Intercompany Claim.

“New Tranche A Warrants” means the five-year warrants issued pursuant to the Plan and the New Tranche A Warrant Agreement, which shall be exercisable on a cashless basis at a strike price that

implies a total equity value of \$1.763 billion for the Reorganized Debtors for up to two (2%) of all New Ordinary Shares (subject to dilution by shares issued in connection with the Management Incentive Plan).

“New Tranche B Warrants” means the five-year warrants issued pursuant to the Plan and the New Tranche B Warrant Agreement, which shall be exercisable on a cashless basis at a strike price that implies a total equity value of \$1.763 billion for the Reorganized Debtors for up to seven (7%) of all New Ordinary Shares issued (subject to dilution by shares issued in connection with the Management Incentive Plan).

“Released Parties” means: (i) the Debtors and the Reorganized Debtors; (ii) the Debtors’ and the Reorganized Debtors’ respective boards of directors and the members thereof; (iii) the DIP Agent; (iv) the DIP Lenders; (v) the First Lien Agents; (vi) the First Lien Lenders; (vii) to the extent Class 5 votes to accept the Plan, the Mezzanine Facility Lenders; (viii) each current and former Backstop Party; (ix) the Commitment Parties; (x) to the extent that the Requisite Equityholders are not in breach of and have not terminated the Restructuring Support Agreement and Class 8 votes to accept the Plan, Holders of Interests in Expro; and (xi) each of the foregoing’s current and former Affiliates, and each such Entity’s and its current and former Affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals; provided, however, that any Holder of a Claim or Interest that opts out of the releases contained in, or otherwise objects to such releases in, the Plan shall not be a “Released Party.”

“Releasing Parties” means: (a) any Released Party; (b) all Holders of Claims or Interests that are deemed to accept the Plan; (c) all Holders of Claims or Interests who either (i) vote to accept or (ii) receive or are deemed to receive a ballot but abstain from voting on the Plan; (d) all Holders of Claims or Interests entitled to vote who vote to reject the Plan that do not elect on their Ballot to opt-out of the release granted pursuant to Article VIII.D of the Plan; (e) all other Holders of Claims or Interests to the extent permitted by law; and (f) with respect to the foregoing clauses (a) through (f), each such Entity and its current and former Affiliates, and each such Entity and its current and former Affiliates’ current and former directors, managers, officers, principals, members, employees, equity Holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, agents, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, investment advisors, consultants, representatives and other professionals, each in their capacity as such.

“Reorganized Debtors” means the Debtors, or any successors thereto, by merger, consolidation, sale, transfer or otherwise, on or after the Effective Date, including, without limitation, Reorganized Expro.

“Requisite Consenting Lenders” means, as of the date of determination, (i) Consenting Lenders holding at least 50.1% of the outstanding principal amount of the First Lien Credit Agreement Claims held by the Consenting Lenders as of such date and (ii) Commitment Parties holding at least 66.67% of the First Lien Credit Agreement Claims held by the Commitment Parties.

A. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument or other agreement or document created pursuant to the Plan, including the Plan Supplement documents, the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge and release, effective as of the Effective Date, of Claims and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against liabilities of, liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not the Holder of such a Claim has accepted the Plan. Any default or “event of default” by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims subject to the Effective Date occurring.

B. Release of Liens

Except as otherwise specifically provided in the Plan, the Confirmation Order or the Exit Credit Agreement Documents (including in connection with any express written amendment of any mortgage, deed of trust, Lien, pledge, or other security interest under the Exit Credit Documents), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any Holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Court and without any action or Filing being required to be made

by the Debtors. In addition, on or after the Effective Date, at the request and expense of the Debtors or the Reorganized Debtors, the First Lien Agents and the Mezzanine Agents shall execute and deliver all documents reasonably requested by the Debtors, the Reorganized Debtors or the Exit Agent to evidence the release of such mortgages, deeds of trust, Liens, pledges and other security interests (including as required under the laws of other jurisdictions for non-U.S. security interests) and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

C. *Debtor Release*

Pursuant to section 1123(b) of the Bankruptcy Code, to the fullest extent permitted by applicable law, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, pursuant to the Confirmation Order and on and after the Effective Date, the Released Parties and their respective property are conclusively, absolutely, unconditionally, irrevocably, and forever deemed released, acquitted and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, by statute, violations of federal or state securities law or otherwise that the Debtors, the Reorganized Debtors, or their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or any other Entity, based on or relating to, or in any manner arising from or in connection with, in whole or in part, the Debtors, their Affiliates, the Reorganized Debtors, the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the First Lien Credit Agreement Documents or the Mezzanine Credit Agreement Documents, the negotiation, formulation, preparation, dissemination, or filing of the Plan, the Restructuring Support Agreement the Plan Supplement, the Disclosure Statement, the Rights Offering Documents, the DIP Facility, the Exit Facilities, and any related agreements, instruments, term sheets or other documents contemplated by the foregoing or appropriate to effectuate the foregoing, the pursuit of Confirmation, the pursuit of Consummation, and any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, except for any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a final order of a court of competent jurisdiction (all such claims and liabilities as described herein, collectively, the "Released Claims"); provided, however, that any holder of a Claim or Interest that opts out of the releases contained in the Plan or otherwise objects to the Plan or any portion or aspect thereof, including the releases in the Plan, shall not be a "Released Party"; provided, further, that nothing in the foregoing shall result in any of the Debtors'

officers and directors waiving any Claims arising under employment or severance agreements (after giving effect to any modifications contemplated by the Plan) or indemnification Claims against the Debtors or any of their insurers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors in accordance with the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Released Claims released by the Debtors, the Reorganized Debtors and the Estates; (3) in the best interests of the Debtors, the Estates and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. *Third-Party Release*

Except as otherwise provided in the Plan, for good and valuable consideration, as of the Effective Date and to the fullest extent permitted by applicable law, as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and acquitted each of the Released Parties and their respective property from any and all Released Claims; provided, however, that any holder of a Claim or Interest that opts out of the releases contained in the Plan or otherwise objects to the Plan or any portion or aspect thereof, including the releases in the Plan, shall not be a "Released Party"; provided, further, that nothing in the foregoing shall result in any of the Debtors' officers and directors waiving any Claims arising under employment or severance agreements (after giving effect to any modifications contemplated by the Plan) indemnification Claims against the Debtors or any of their insurers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors in accordance with the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any of the Restructuring Transactions or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions contained under the Plan, and, further, shall constitute the Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. *Exculpation*

Except as otherwise specifically provided in the Plan, no Released Party shall have or incur, and each Released Party is hereby released and exculpated from, any Exculpated Claim; provided, however, that the foregoing "Exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order to have constituted fraud, gross negligence or willful misconduct.

F. *Injunction*

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims or Interests that have been released, discharged or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and/or the Released Parties:

1. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests;
2. enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Entities on account of or in connection with or with respect to any such Claims or Interests;
3. creating, perfecting or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests;
4. asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform

such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

- 5. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.**

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement the Plan.

Exhibit B

Form of Ballot for Holders of Class 3 First Lien Claims

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

In re:

EXPRO HOLDINGS US INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-60179 (DRJ)

(Joint Administration Requested)

**BALLOT FOR HOLDERS OF FIRST LIEN CLAIMS
TO ACCEPT OR REJECT THE DEBTORS' PLAN**

CLASS 3: FIRST LIEN CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M., EASTERN TIME, ON DECEMBER 22, 2017 (THE
"VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS**

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the *Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the "Plan") for Expro Holdings US Inc. ("Expro") and certain of its subsidiaries (such subsidiaries, together with Expro, the "Debtors"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined herein shall have the meanings given to them in the Plan.

(i) Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of December 14, 2017 (the "Voting Record Date"), (i) a holder of a Claim (a "Holder") against the Debtors arising under that certain Credit Agreement, dated as of September 2, 2014,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are as follows: Expro Holdings US, Inc. (9304); Exploration and Production Services (Holdings) Ltd (4457); Expro (B) Sdn Bhd (BN) (4498); Expro Americas, LLC (6756); Expro Benelux Ltd. (4470); Expro do Brasil Servicos Ltda (5788); Expro Eurasia Ltd. (4463); Expro FinServices Sarl (5691); Expro Group Australia PTY Ltd. (4495); Expro Group Canada Inc. (1672); Expro Gulf Ltd. (4486); Expro Holdings Australia 1 PTY Ltd. (4386); Expro Holdings Australia 2 PTY Ltd. (4387); Expro Holdings Norway AS (2951); Expro Holdings UK 2 Ltd. (5169); Expro Holdings UK 3 Ltd (5168); Expro Holdings UK 4 Ltd. (5167); Expro International BV (4476); Expro International Group Holdings Ltd. (5170); Expro International Group Ltd. (4453); Expro International Ltd. (4461); Expro Meters Inc. (1666); Expro North Sea Ltd. (4460); Expro Norway AS (1675); Expro Overseas Inc. (4481); Expro Overseas Ltd. (4489); Expro Resources Ltd. (4472); Expro Servicios S de R L de C.V. (1674); Expro Tool S de R L de C.V. (1673); Expro Trinidad Ltd.; Expro US Finco LLC (7558); Expro US Holdings, LLC (1005); Expro Worldwide BV (1668); Exprotech Nigeria Ltd. (4478); Petrotech AS (5875); Petrotech BV (5888); PT Expro Indonesia (4491). The location of the Debtors' registered office is 14-16 Cross Street, 3rd Floor, Reading, Berkshire, RG1 1SN, United Kingdom.

by and between, among others, Expro Finservices S.à.r.l. and Expro US Finco LLC, as co-borrowers, Expro Holdings UK 3 Limited, as the parent guarantor, the other guarantors party thereto, the financial institutions party thereto from time to time as lenders, and the Credit Agreement Agents, as may be further amended, supplemented, or modified from time to time and (ii) an “accredited investor” within the meaning of Rule 501 of the Securities Act of 1933, as amended (an “**Eligible Holder**”). Only Eligible Holders of First Lien Claims may vote to accept or reject the Plan using this Ballot. If you hold one or more First Lien Claims but you are not an Eligible Holder, you may not use this Ballot or any other ballot to vote to accept or reject the Plan.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the “*Disclosure Statement*”), which was included in the package (the “*Solicitation Package*”) you are receiving with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy from Prime Clerk, LLC (the “*Voting Agent*”) at no charge by: (i) visiting the Voting Agent’s website at <https://cases.primeclerk.com/expro>, (ii) calling 917-606-6438 (international) or 844-205-4334 (domestic, toll free), or (iii) sending an email to ExproBallots@PrimeClerk.com with “Expro” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://txs.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth below.

The Debtors intend to commence voluntary cases under Chapter 11 of Title 11 of the United States Code (the “*Bankruptcy Code*”). The Plan can thereafter be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING
TREATMENT FOR CLASS 3**

Claims in Class 3 consist of First Lien Claims.

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, each Holder of an Allowed First Lien Claim shall receive its Pro Rata share of 100% of the New Ordinary Shares, subject to dilution by New Ordinary Shares issuable pursuant to the Rights Offering (including the Rights Offering Backstop Fee Shares), the Management Incentive Plan, and the New Warrants.

PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN FOR MORE DETAILS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a First Lien Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$

Item 2. Votes on Plan. Please vote either to accept or to reject the Plan with respect to your Claims in Class 3 below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Articles VIII.D, E and F of the Plan and attached hereto as **Exhibit 1**.

If you (i) do not vote either to accept or reject the Plan or (ii) vote to reject the Plan and do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan and attached hereto as **Exhibit 1**.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation in Articles VIII.D, E and F of the Plan, respectively.

Vote of Holder of First Lien Claim on the Plan. The undersigned Holder of a Class 3 First Lien Claim votes to (check one box):

Accept the Plan **Reject** the Plan

Item 3. Optional Release Election. If you voted to reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect **not** to grant the release contained in Article VIII.D of the Plan. Election to withhold consent to the releases contained in

Article VIII.D of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.

- The undersigned has (i) elected not to vote on the Plan or has voted to reject the Plan in Item 2 and (ii) elects **not** to grant the releases contained in Article VIII.D of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the First Lien Claim described in Item 1 as of the Voting Record Date, (iii) it is an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, as amended, (iv) it has not submitted any other Ballots for other Class 3 First Lien Claims held in other accounts or other record names, or if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan, and (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder

Signature

Name of Signatory and Title

Name of Institution (if different than Holder)

Street Address

City, State, Zip Code

Telephone Number

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022**

In addition, to submit your Ballot via the Voting Agent's online portal, please visit <https://cases.primeclerk.com/exproballots>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Holders of First Lien Claims who cast a Ballot using the Voting Agent's online portal should NOT also submit a paper Ballot.

IF THE VOTING AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS BALLOT ON OR BEFORE DECEMBER 22, 2017, AT 5:00 P.M. EST, PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH “EXPRO” IN THE SUBJECT LINE.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Complete the Ballot by providing all the information requested. Any Ballot that is illegible, contains insufficient information to identify the holder, does not contain an original signature, or is unsigned will not be counted. You may return the Ballot by either of the following two methods:

Use of Hard Copy Ballot. To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to the following address:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

Attention: Expro Balloting**

Use of Online Ballot Portal. To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://cases.primeclerk.com/expro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.

2. If neither the “Accept” nor “Reject” box is checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot may not be counted. If both the “Accept” and “Reject” box is checked in Item 2, the Ballot will not be counted.

3. You must vote all your Class 3 First Lien Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Class 3 First Lien Claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise

properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

4. If you abstained from voting on the Plan or voted to reject the Plan and, in each case, elect not to grant the releases contained in Article VIII.D of the Plan, check the box in Item 3. Election to withhold consent to the releases contained in Article VIII.D of the Plan is at your option. If you submit your Ballot without the box in Item 3 checked or if you fail to submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

5. If you vote to accept the Plan by checking the “Accept” box in Item 2, but you also check the box in Item 3, your election not to grant the releases will not be counted, as your vote in favor of the Plan shall be deemed a consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

6. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.

8. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.

9. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

12. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE VOTING AGENT IN THE ENVELOPE PROVIDED.

13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AGENT AT 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH

“EXPRO” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

14. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

EXHIBIT 1

Plan Injunction, Releases, and Exculpation

If you vote to accept the Plan or you, directly or indirectly, receive and accept a distribution under the Plan, you shall be deemed to have consented to the exculpation and injunction provisions set forth in Articles VIII.E and F of the Plan, respectively. If you are entitled to vote on the Plan and you (i) vote to accept the Plan, (ii) do not vote to either accept or reject the Plan and do not check the box in Item 3 above, or (iii) vote to reject the Plan and do not check the box in Item 3 above, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation. Capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Article VIII.D Third-Party Release

Except as otherwise provided in this Plan, for good and valuable consideration, as of the Effective Date and to the fullest extent permitted by applicable law, as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and acquitted each of the Released Parties and their respective property from any and all Released Claims; provided, however, that any holder of a Claim or Interest that opts out of the releases contained in the Plan or otherwise objects to the Plan or any portion or aspect thereof, including the releases in the Plan, shall not be a “Released Party”; provided, further, that nothing in the foregoing shall result in any of the Debtors’ officers and directors waiving any Claims arising under employment or severance agreements (after giving effect to any modifications contemplated by the Plan) indemnification Claims against the Debtors or any of their insurers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors in accordance with the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under this Plan, any of the Restructuring Transactions or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions contained under this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates;

(6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E Exculpation

Except as otherwise specifically provided in this Plan, no Released Party shall have or incur, and each Released Party is hereby released and exculpated from, any Exculpated Claim; provided, however, that the foregoing “Exculpation” shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order to have constituted fraud, gross negligence or willful misconduct.

Article VIII.F Injunction.

Except as otherwise expressly provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims or Interests that have been released, discharged or are subject to exculpation pursuant to Article VIII of this Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and/or the Released Parties:

1. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests;
2. enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Entities on account of or in connection with or with respect to any such Claims or Interests;
3. creating, perfecting or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests;
4. asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

5. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan or under any document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan from bringing an action to enforce the terms of this Plan or such document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan.

Exhibit C

Form of Ballot for Holders of Class 4 Mezzanine Facility Claims

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

In re:

EXPRO HOLDINGS US INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-601479 (DRJ)

(Joint Administration Requested)

**BALLOT FOR HOLDERS OF MEZZANINE FACILITY CLAIMS
TO ACCEPT OR REJECT THE DEBTORS' PLAN**

CLASS 4: MEZZANINE FACILITY CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M., EASTERN TIME, ON DECEMBER 22, 2017 (THE
"VOTING DEADLINE"), UNLESS EXTENDED BY THE DEBTORS**

This ballot (the "**Ballot**") is provided to you to solicit your vote to accept or reject the *Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the "**Plan**") for Expro Holdings US Inc. ("**Expro**") and certain of its subsidiaries (such subsidiaries, together with Expro, the "**Debtors**"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined herein shall have the meanings given to them in the Plan.

(i) Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of December 14, 2017 (the "**Voting Record Date**"), (i) a holder of a Claim (a "**Holder**") against the Debtors arising under that certain Mezzanine Credit Agreement, as amended and restated on June 9, 2011, by and between, among others, Expro Holdings UK 4 Limited, as

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are as follows: Expro Holdings US, Inc. (9304); Exploration and Production Services (Holdings) Ltd (4457); Expro (B) Sdn Bhd (BN) (4498); Expro Americas, LLC (6756); Expro Benelux Ltd. (4470); Expro do Brasil Servicos Ltda (5788); Expro Eurasia Ltd. (4463); Expro FinServices Sarl (5691); Expro Group Australia PTY Ltd. (4495); Expro Group Canada Inc. (1672); Expro Gulf Ltd. (4486); Expro Holdings Australia 1 PTY Ltd. (4386); Expro Holdings Australia 2 PTY Ltd. (4387); Expro Holdings Norway AS (2951); Expro Holdings UK 2 Ltd. (5169); Expro Holdings UK 3 Ltd (5168); Expro Holdings UK 4 Ltd. (5167); Expro International BV (4476); Expro International Group Holdings Ltd. (5170); Expro International Group Ltd. (4453); Expro International Ltd. (4461); Expro Meters Inc. (1666); Expro North Sea Ltd. (4460); Expro Norway AS (1675); Expro Overseas Inc. (4481); Expro Overseas Ltd. (4489); Expro Resources Ltd. (4472); Expro Servicios S de R L de C.V. (1674); Expro Tool S de R L de C.V. (1673); Expro Trinidad Ltd.; Expro US Finco LLC (7558); Expro US Holdings, LLC (1005); Expro Worldwide BV (1668); Exprotech Nigeria Ltd. (4478); Petrotech AS (5875); Petrotech BV (5888); PT Expro Indonesia (4491). The location of the Debtors' registered office is 14-16 Cross Street, 3rd Floor, Reading, Berkshire, RG1 1SN, United Kingdom.

borrower, Expro Holdings UK 3 Limited, as the parent guarantor, the other guarantors party thereto, the financial institutions party thereto from time to time as lenders, and the Mezzanine Agents, as subsequently amended on or about September 2, 2014 and October 18, 2016, and as may be further amended, supplemented, or modified from time to time, and (ii) an “accredited investor” within the meaning of Rule 501 of the Securities Act of 1933, as amended (an “**Eligible Holder**”) (or the authorized signatory for a holder that is an accredited investor). Only Eligible Holders of Mezzanine Facility Claims may vote to accept or reject the Plan using this Ballot. If you hold one or more Mezzanine Facility Claims but you are not an Eligible Holder, you may not use this Ballot or any other ballot to vote to accept or reject the Plan.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the “Disclosure Statement”), which was included in the package (the “Solicitation Package”) you are receiving with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy from Prime Clerk, LLC (the “Voting Agent”) at no charge by: (i) visiting the Voting Agent’s website at <https://cases.primeclerk.com/expro>, (ii) calling 917-606-6438 (international) or 844-205-4334 (domestic, toll free), or (iii) sending an email to ExproBallots@PrimeClerk.com with “Expro” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://txs.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting Agent **immediately** at the address, telephone number, or email address set forth below.

The Debtors intend to commence voluntary cases under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Plan can thereafter be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING
TREATMENT FOR CLASS 4**

Claims in Class 4 consist of Mezzanine Facility Claims.

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, the Holder(s) of Allowed Mezzanine Facility Claims shall receive

- (i) **If Class 4 votes to accept the Plan:** its Pro Rata share of the New Tranche A Warrants.
- (ii) **If Class 4 votes to reject the Plan:** payment in full in Cash, subject to turnover (as described in the Prepackaged Plan).

PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN FOR MORE DETAILS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Mezzanine Facility Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$

Item 2. Votes on Plan. Please vote either to accept or to reject the Plan with respect to your Claims in Class 4 below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Articles VIII.D, E and F of the Plan and attached hereto as **Exhibit 1**.

If you (i) do not vote either to accept or reject the Plan or (ii) vote to reject the Plan and do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan and attached hereto as **Exhibit 1**.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation in Articles VIII.D, E and F of the Plan, respectively.

Vote of Holder of Mezzanine Facility Claim on the Plan. The undersigned Holder of a Class 4 Mezzanine Facility Claim votes to (check one box):

Accept the Plan **Reject** the Plan

Item 3. Optional Release Election. If you voted to reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect **not** to grant the release contained in Article VIII.D of the Plan. Election to withhold consent to the releases contained in

Article VIII.D of the Plan is at your option. If you submit your Ballot without this box checked, or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.

- The undersigned has (i) elected not to vote on the Plan or has voted to reject the Plan in Item 2 and (ii) elects **not** to grant the releases contained in Article VIII.D of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Mezzanine Facility Claim described in Item 1 as of the Voting Record Date, (iii) it is an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, as amended, (iv) it has not submitted any other Ballots for other Class 4 Mezzanine Facility Claims held in other accounts or other record names, or if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan, and (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder

Signature

Name of Signatory and Title

Name of Institution (if different than Holder)

Street Address

City, State, Zip Code

Telephone Number

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022**

In addition, to submit your Ballot via the Voting Agent's online portal, please visit <https://cases.primeclerk.com/exproballots>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Holders of Mezzanine Facility Claims who cast a Ballot using the Voting Agent's online portal should NOT also submit a paper Ballot.

<p>IF THE VOTING AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS CLASS BALLOT ON OR BEFORE <u>DECEMBER 22, 2017</u>, AT 5:00 P.M. EST, PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.</p>

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH “EXPRO” IN THE SUBJECT LINE.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Complete the Ballot by providing all the information requested. Any Ballot that is illegible, contains insufficient information to identify the holder, does not contain an original signature, or is unsigned will not be counted. You may return the Ballot by either of the following two methods:

Use of Hard Copy Ballot. To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to the following address:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

Attention: Expro Balloting**

Use of Online Ballot Portal. To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://cases.primeclerk.com/expro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.

2. If neither the “Accept” nor “Reject” box is checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot may not be counted. If both the “Accept” and “Reject” box is checked in Item 2, the Ballot will not be counted.

3. You must vote all your Class 4 Mezzanine Facility Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Class 4 Mezzanine Facility Claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted.

An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

4. If you abstained from voting on the Plan or voted to reject the Plan and, in each case, elect not to grant the releases contained in Article VIII.D of the Plan, check the box in Item 3. Election to withhold consent to the releases contained in Article VIII.D of the Plan is at your option. If you submit your Ballot without the box in Item 3 checked or if you fail to submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

5. If you vote to accept the Plan by checking the "Accept" box in Item 2, but you also check the box in Item 3, your election not to grant the releases will not be counted, as your vote in favor of the Plan shall be deemed a consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

6. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.

8. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.

9. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

12. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE VOTING AGENT IN THE ENVELOPE PROVIDED.

13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AGENT AT 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH

“EXPRO” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

14. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

EXHIBIT 1

Plan Injunction, Releases, and Exculpation

If you vote to accept the Plan or you, directly or indirectly, receive and accept a distribution under the Plan, you shall be deemed to have consented to the exculpation and injunction provisions set forth in Articles VIII.E and F of the Plan, respectively. If you are entitled to vote on the Plan and you (i) vote to accept the Plan, (ii) do not vote to either accept or reject the Plan and do not check the box in Item 3 above, or (iii) vote to reject the Plan and do not check the box in Item 3 above, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation. Capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Article VIII.D Third-Party Release

Except as otherwise provided in this Plan, for good and valuable consideration, as of the Effective Date and to the fullest extent permitted by applicable law, as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and acquitted each of the Released Parties and their respective property from any and all Released Claims; provided, however, that any holder of a Claim or Interest that opts out of the releases contained in the Plan or otherwise objects to the Plan or any portion or aspect thereof, including the releases in the Plan, shall not be a “Released Party”; provided, further, that nothing in the foregoing shall result in any of the Debtors’ officers and directors waiving any Claims arising under employment or severance agreements (after giving effect to any modifications contemplated by the Plan) indemnification Claims against the Debtors or any of their insurers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors in accordance with the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under this Plan, any of the Restructuring Transactions or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions contained under this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims

released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E Exculpation

Except as otherwise specifically provided in this Plan, no Released Party shall have or incur, and each Released Party is hereby released and exculpated from, any Exculpated Claim; provided, however, that the foregoing “Exculpation” shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order to have constituted fraud, gross negligence or willful misconduct.

Article VIII.F Injunction.

Except as otherwise expressly provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims or Interests that have been released, discharged or are subject to exculpation pursuant to Article VIII of this Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and/or the Released Parties:

1. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests;
2. enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Entities on account of or in connection with or with respect to any such Claims or Interests;
3. creating, perfecting or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests;
4. asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

5. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan or under any document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan from bringing an action to enforce the terms of this Plan or such document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan.

Exhibit D

Form of Ballot for Holders of Class 8 Expro Preference Interests

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

In re:

EXPRO HOLDINGS US INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-60179 (DRJ)

(Joint Administration Requested)

**BALLOT FOR HOLDERS OF EXPRO PREFERENCE INTERESTS
TO ACCEPT OR REJECT THE DEBTORS' PLAN**

CLASS 8: EXPRO PREFERENCE INTERESTS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M., EASTERN TIME, ON JANUARY 17, 2018 (THE "VOTING
DEADLINE"), UNLESS EXTENDED BY THE DEBTORS**

This ballot (the "Ballot") is provided to you to solicit your vote to accept or reject the *Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the "Plan") for Expro Holdings US Inc. ("Expro") and certain of its subsidiaries (such subsidiaries, together with Expro, the "Debtors"). Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined herein shall have the meanings given to them in the Plan.

(i) Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of December 14, 2017 (the "Voting Record Date"), (i) a holder of Expro Preference Interests (a "Holder"), and (ii) an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933, as amended (an "Eligible Holder") (or the authorized signatory for a holder

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are as follows: Expro Holdings US, Inc. (9304); Exploration and Production Services (Holdings) Ltd (4457); Expro (B) Sdn Bhd (BN) (4498); Expro Americas, LLC (6756); Expro Benelux Ltd. (4470); Expro do Brasil Servicos Ltda (5788); Expro Eurasia Ltd. (4463); Expro FinServices Sarl (5691); Expro Group Australia PTY Ltd. (4495); Expro Group Canada Inc. (1672); Expro Gulf Ltd. (4486); Expro Holdings Australia 1 PTY Ltd. (4386); Expro Holdings Australia 2 PTY Ltd. (4387); Expro Holdings Norway AS (2951); Expro Holdings UK 2 Ltd. (5169); Expro Holdings UK 3 Ltd (5168); Expro Holdings UK 4 Ltd. (5167); Expro International BV (4476); Expro International Group Holdings Ltd. (5170); Expro International Group Ltd. (4453); Expro International Ltd. (4461); Expro Meters Inc. (1666); Expro North Sea Ltd. (4460); Expro Norway AS (1675); Expro Overseas Inc. (4481); Expro Overseas Ltd. (4489); Expro Resources Ltd. (4472); Expro Servicios S de R L de C.V. (1674); Expro Tool S de R L de C.V. (1673); Expro Trinidad Ltd.; Expro US Finco LLC (7558); Expro US Holdings, LLC (1005); Expro Worldwide BV (1668); Exprotech Nigeria Ltd. (4478); Petrotech AS (5875); Petrotech BV (5888); PT Expro Indonesia (4491). The location of the Debtors' registered office is 14-16 Cross Street, 3rd Floor, Reading, Berkshire, RG1 1SN, United Kingdom.

that is an accredited investor). Only Eligible Holders of Expro Preference Interests may vote to accept or reject the Plan using this Ballot. If you hold one or more Expro Preference Interests but you are not an Eligible Holder, you may not use this Ballot or any other ballot to vote to accept or reject the Plan.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of Reorganization of Expro Holdings US Inc. and Its Affiliated Debtors* (the “Disclosure Statement”), which was included in the package (the “Solicitation Package”) you are receiving with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy from Prime Clerk, LLC (the “Voting Agent”) at no charge by: (i) visiting the Voting Agent’s website at <https://cases.primeclerk.com/expro>, (ii) calling 917-606-6438 (international) or 844-205-4334 (domestic, toll free), or (iii) sending an email to ExproBallots@PrimeClerk.com with “Expro” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <https://txs.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Voting Agent *immediately* at the address, telephone number, or email address set forth below.

The Debtors intend to commence voluntary cases under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Plan can thereafter be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims or Interests voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Voting Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING
TREATMENT FOR CLASS 8**

Interests in Class 8 consist of Expro Preference Interests.

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed and the Effective Date occurs, each Holder of an Allowed Expro Preference Interest shall receive:

- i. If (a) Class 8 votes to accept the Plan, and (b) the Requisite Equityholders are not in breach of the Restructuring Support Agreement: its Pro Rata share of the New Tranche B Warrants.**
- ii. If Class 8 votes to reject the Plan: no distribution under the Plan.**

PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN FOR MORE DETAILS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Vote Amount. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of Expro Preference Interests in the aggregate number inserted into the box below.

\$

Item 2. Votes on Plan. Please vote either to accept or to reject the Plan with respect to your Interests in Class 8 below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the release, injunction, and exculpation provisions set forth in Articles VIII.D, E and F of the Plan and attached hereto as Exhibit 1.

If you (i) do not vote either to accept or reject the Plan or (ii) vote to reject the Plan and do not check the box in Item 3 below, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan and attached hereto as Exhibit 1.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation in Articles VIII.D, E and F of the Plan, respectively.

Vote of Holder of Expro Preference Interests on the Plan. The undersigned Holder of Class 8 Expro Preference Interests votes to (check one box):

Accept the Plan **Reject** the Plan

Item 3. Optional Release Election. If you voted to reject the Plan in Item 2 above or if you abstained from voting on the Plan, check this box if you elect **not** to grant the release contained in Article VIII.D of the Plan. Election to withhold consent to the releases contained in Article VIII.D of the Plan is at your option. If you submit your Ballot without this box checked,

or if you do not submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article VIII.D of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.

- The undersigned has (i) elected not to vote on the Plan or has voted to reject the Plan in Item 2 and (ii) elects **not** to grant the releases contained in Article VIII.D of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Expro Preference Interests described in Item 1 as of the Voting Record Date, (iii) it is an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act of 1933, as amended, (iv) it has not submitted any other Ballots for other Class 8 Expro Preference Interests held in other accounts or other record names, or if it has submitted Ballots for other such Interests held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan, and (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted.

Name of Holder

Signature

Name of Signatory and Title

Name of Institution (if different than Holder)

Street Address

City, State, Zip Code

Telephone Number

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022**

In addition, to submit your Ballot via the Voting Agent's online portal, please visit <https://cases.primeclerk.com/exproballots>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Interests described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Holders of Expro Preference Interests who cast a Ballot using the Voting Agent's online portal should NOT also submit a paper Ballot.

<p>IF THE VOTING AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS CLASS BALLOT ON OR BEFORE JANUARY 17, 2018, AT 5:00 P.M. EST, PREVAILING CENTRAL TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.</p>
--

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY CALLING 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH “EXPRO” IN THE SUBJECT LINE.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Complete the Ballot by providing all the information requested. Any Ballot that is illegible, contains insufficient information to identify the holder, does not contain an original signature, or is unsigned will not be counted. You may return the Ballot by either of the following two methods:

Use of Hard Copy Ballot. To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope or via first class mail, overnight courier, or hand delivery to the following address:

**Expro Holdings US Inc.
c/o Prime Clerk LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

Attention: Expro Balloting**

Use of Online Ballot Portal. To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://cases.primeclerk.com/expro>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.

2. If neither the “Accept” nor “Reject” box is checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot may not be counted. If both the “Accept” and “Reject” box is checked in Item 2, the Ballot will not be counted.

3. You must vote all your Class 8 Expro Preference Interests under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Class 8 Expro Preference Interests, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted.

An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

4. If you abstained from voting on the Plan or voted to reject the Plan and, in each case, elect not to grant the releases contained in Article VIII.D of the Plan, check the box in Item 3. Election to withhold consent to the releases contained in Article VIII.D of the Plan is at your option. If you submit your Ballot without the box in Item 3 checked or if you fail to submit your Ballot by the Voting Deadline, you will be deemed to consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

5. If you vote to accept the Plan by checking the “Accept” box in Item 2, but you also check the box in Item 3, your election not to grant the releases will not be counted, as your vote in favor of the Plan shall be deemed a consent to the releases set forth in Article VIII.D of the Plan to the fullest extent permitted by applicable law.

6. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.

8. If you cast more than one Ballot voting the same Interest prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.

9. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

10. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.

11. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

12. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE VOTING AGENT IN THE ENVELOPE PROVIDED.

13. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE VOTING AGENT AT 917-606-6438 (INTERNATIONAL) OR 844-205-4334 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO EXPROBALLOTS@PRIMECLERK.COM WITH

“EXPRO” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

14. THE VOTING AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

EXHIBIT 1

Plan Injunction, Releases, and Exculpation

If you vote to accept the Plan or you, directly or indirectly, receive and accept a distribution under the Plan, you shall be deemed to have consented to the exculpation and injunction provisions set forth in Articles VIII.E and F of the Plan, respectively. If you are entitled to vote on the Plan and you (i) vote to accept the Plan, (ii) do not vote to either accept or reject the Plan and do not check the box in Item 3 above, or (iii) vote to reject the Plan and do not check the box in Item 3 above, you shall be deemed to have consented to the release provisions set forth in Article VIII.D of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation. Capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Article VIII.D Third-Party Release

Except as otherwise provided in this Plan, for good and valuable consideration, as of the Effective Date and to the fullest extent permitted by applicable law, as of the Effective Date, each of the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and acquitted each of the Released Parties and their respective property from any and all Released Claims; provided, however, that any holder of a Claim or Interest that opts out of the releases contained in the Plan or otherwise objects to the Plan or any portion or aspect thereof, including the releases in the Plan, shall not be a “Released Party”; provided, further, that nothing in the foregoing shall result in any of the Debtors’ officers and directors waiving any Claims arising under employment or severance agreements (after giving effect to any modifications contemplated by the Plan) indemnification Claims against the Debtors or any of their insurers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Reorganized Debtors in accordance with the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under this Plan, any of the Restructuring Transactions or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement this Plan.

Entry of the Confirmation Order shall constitute the Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions contained under this Plan, and, further, shall constitute the Court’s finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates;

(6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

Article VIII.E Exculpation

Except as otherwise specifically provided in this Plan, no Released Party shall have or incur, and each Released Party is hereby released and exculpated from, any Exculpated Claim; provided, however, that the foregoing “Exculpation” shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order to have constituted fraud, gross negligence or willful misconduct.

Article VIII.F Injunction.

Except as otherwise expressly provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims or Interests that have been released, discharged or are subject to exculpation pursuant to Article VIII of this Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and/or the Released Parties:

1. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests;
2. enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Entities on account of or in connection with or with respect to any such Claims or Interests;
3. creating, perfecting or enforcing any lien or encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests;
4. asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and

5. commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to this Plan.

Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under this Plan or under any document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan from bringing an action to enforce the terms of this Plan or such document, instrument or agreement (including those attached to the Disclosure Statement or included in the Plan Supplement) executed to implement this Plan