

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

In re:	§	
	§	Chapter 11
	§	
UTEX INDUSTRIES, INC., et al.,	§	Case No. 20-34932 (DRJ)
	§	
Debtors.¹	§	(Jointly Administered)
	§	(Emergency Hearing Requested)

NOTICE OF NON-VOTING STATUS

On October 8, 2020 (the “**Petition Date**”), UTEX Industries, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (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 a “prepackaged” chapter 11 plan of reorganization (the “**Prepackaged Plan**”) and a proposed disclosure statement (the “**Disclosure Statement**”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. 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, Omni Agent Solutions (the “**Voting Agent**”), at the following link: <http://www.omniagentsolutions.com/utex>. Copies of the Prepackaged Plan and Disclosure Statement may also be obtained by calling the Voting Agent at 866-205-3146 or by sending an electronic mail message to utexinquiries@omniagnt.com with “UTEX” in the subject line.

You are receiving this notice (“**Notice of Non-Voting Status**”) because, according to the Debtors’ books and records, you may be a holder of a Claim(s) in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), or Class 5 (General Unsecured Claims) under the Prepackaged Plan, which provides that your Claim(s) against the Debtors is unimpaired and, therefore, pursuant to section 1126(f) of the Bankruptcy Code, you are deemed to have accepted the Prepackaged Plan and not entitled to vote on the Prepackaged Plan.

PLEASE TAKE FURTHER NOTICE THAT while you are not entitled to vote to accept or reject the Prepackaged Plan, the opt out election attached hereto as Exhibit A (the “Opt Out Election Form”) provides you with the separate option to not grant the release of the Released Parties contained in Section 10.7(b) of the Prepackaged Plan.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: UTEX Industries, Inc. (9867), RSH Utex Holdings, LLC (4048), Industrial Sealing Solutions Holdings Inc. (0104), UI Sealing Technologies Intermediate Holdings, Inc. (9553), UTEX Holding, Inc. (8260), Applied Rubber Technology, Inc. (1790), CAM Specialty Intermediate Holdings, Inc. (9099), CAM Specialty Products, Inc. (8342), Duraquest, Inc. (7017), Work Manufacturing, L.L.C. (5341), Energy Products LLC (8160), and Arefco Seals, Inc. (5258). The Debtors’ mailing address is 10810 Katy Freeway, Suite 100, Houston, TX 77043.

PLEASE TAKE FURTHER NOTICE THAT the Opt Out Election Form must be completed and returned to Omni in accordance with the instructions set forth therein by **November 9, 2020 at 4:00 p.m. (Eastern Time)** (the “**Opt Out Deadline**”) for your opt out to be valid. If you fail to properly complete and submit the Opt Out Election Form before the Opt Out Deadline, you will be deemed to have consented to the release provisions in Section 10.7(b) of the Prepackaged Plan.

The deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Prepackaged Plan is October 19, 2020, at 5:00 p.m. (Prevailing Central Time) (the “**Objection Deadline**”). Any objections to the Disclosure Statement and/or the Prepackaged Plan must be:

- i. in writing;
- ii. filed with the Clerk of the Bankruptcy Court together with proof of service thereof;
- iii. set forth the name of the objecting party, and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors, and state the legal and factual basis for such objection; and
- iv. conform to the applicable Bankruptcy Rules and the Local Rules.

In addition to being filed with the Clerk of the Bankruptcy Court, any such objections should be served upon the following parties so as to be received by the Objection Deadline:

- i. the Office of the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516, Houston, Texas 77002;
- ii. the Debtors, c/o UTEX Industries, Inc., 10810 Katy Freeway, Suite 100, Houston, TX 77043 (Attn: Michael Balas, President and Chief Executive Officer and Pete Sanchez, Chief Financial Officer);
- iii. Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 1700, Houston, Texas 77002 (Attn: Alfredo R. Pérez, Esq.,) and 767 Fifth Avenue, New York, New York 10153 (Attn: Matt Barr, Esq., Ryan Preston Dahl, Esq., and Jason Hufendick, Esq.), proposed counsel to the Debtors;
- iv. Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163 (Attn: Evan Fleck, Esq., Matthew Brod, Esq., and Daniel Porat, Esq.), counsel to the Ad Hoc Group of First Lien Lenders;
- v. Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, 1 Bryant Park, New York, NY 10036 (Attn: Ira Dizengoff, Esq., Daniel Fisher, Esq., and Jason Rubin, Esq.), counsel to certain First Lien and Second Lien lenders;

- vi. Shearman & Sterling LLP, 599 Lexington Avenue, Lexington Ave, New York, NY 10022 (Attn: Fredrick Sosnick, Esq. and Michael Guippone, Esq.), counsel to the First Lien Administrative Agent; and
- vii. Vinson & Elkins LLP, 1114 Avenue of the Americas, 32nd Floor, New York, NY 10036 (Attn: David Meyer, Esq. and Lauren Kanzer, Esq.), counsel to the Consenting Investor.

If you have questions about this Notice of Non-Voting Status,
please contact Omni Agent Solutions

Telephone: 866-205-3146

Email: utexinquiries@omniagnt.com
(with “UTEX” in the subject line)

Website: <http://www.omniagentsolutions.com/utex>

**NOTICE REGARDING CERTAIN RELEASE,
EXCULPATION, AND INJUNCTION PROVISIONS IN PREPACKAGED PLAN**

**PLEASE BE ADVISED THAT THE PREPACKAGED PLAN CONTAINS
CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS.**

If you (i) vote to accept the Prepackaged Plan, (ii) do not vote either to accept or to reject the Prepackaged Plan and do not opt out of granting the releases set forth in the Prepackaged Plan, or (iii) vote to reject the Prepackaged Plan but do not opt out of granting the releases set forth in the Prepackaged Plan, you shall be deemed to have consented to the releases contained in Section 10 of the Prepackaged Plan.

Section 10.5 *Injunction against Interference with Plan.*

Upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

Section 10.6 *Plan Injunction.*

(a) Except as otherwise provided in the Plan, in the Plan Documents, or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold, or may hold Claims against or Interests in any or all of the Debtors and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined after the entry of the Confirmation Order from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Reorganized Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Reorganized Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor, (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and the Plan Documents, to the full extent permitted by applicable law, and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan and the Plan Documents.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in section 10.6 of the Plan.

Section 10.7 Releases.

(a) **Releases by Holders of Claims or Interests.** As of the Effective Date, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, or related to, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates, the Chapter 11 Cases, 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 or interactions between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the RSA, the Restructuring, the Interim DIP Order, the Final DIP Order, the Disclosure Statement, the Backstop DIP and Exit Commitment Letter, the DIP Credit Agreement, the Exit ABL Facility, the Exit Term Loan Facility, the Management Incentive Plan, the Shareholders Agreement, the Plan Documents and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event, or other occurrence.

(b) **Releases by Holders of Claims or Interests.** As of the Effective Date, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, or related to, in whole or in part,

the Debtors, the Reorganized Debtors, or their Estates, the Chapter 11 Cases, 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 or interactions between any Debtor and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the RSA, the Restructuring, the Interim DIP Order, the Final DIP Order, the Disclosure Statement, the Backstop DIP and Exit Commitment Letter, the DIP Credit Agreement, the Exit ABL Facility, the Exit Term Loan Facility, the Management Incentive Plan, the Shareholders Agreement, the Plan Documents and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, transaction, agreement, event, or other occurrence.

Section 10.8 Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party shall be released and exculpated from, any Claim or Cause of Action in connection with or arising out of the administration of the Chapter 11 Cases; the negotiation and pursuit of the RSA, the Restructuring, the Interim DIP Order, the Final DIP Order, the Disclosure Statement, the Backstop DIP and Exit Commitment Letter, the DIP Credit Agreement, the Exit ABL Facility, the Exit Term Loan Facility, the Management Incentive Plan, the Shareholders Agreement, the Plan Documents and related agreements, instruments, and other documents, or the solicitation of votes for, or confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors; or the transactions in furtherance of any of the foregoing; other than Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes intentional fraud or willful misconduct as determined by a Final Order, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. This exculpation is in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Section 10.9 Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including, without limitation, the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

Relevant Definitions Related to Release and Exculpation Provisions:

“Exculpated Parties” means, collectively, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the First Lien Agent and the Consenting First Lien Lenders, (iv) the Second Lien Agent and the Consenting Second Lien Lenders, (v) the DIP Agent and DIP Lenders, (vi) the Backstop Parties, (vii) the arrangers, agents and lenders under the Exit ABL Facility, (viii) the agents and lenders under the Exit Term Loan Facility, (ix) the Consenting Investor, and (x) with respect to each of the foregoing Persons in clauses (i) through (ix), such Persons’ predecessors, successors, assigns, subsidiaries, affiliates, managed accounts and funds, and all of their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, investment managers, investment advisors, management companies, fund advisors, and other professionals, and such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such.

“Released Parties” means, collectively, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the First Lien Agent and the Consenting First Lien Lenders, (iv) the Second Lien Agent and the Consenting Second Lien Lenders, (v) the DIP Agent and DIP Lenders, (vi) the Backstop Parties, (vii) the arrangers, agents, and lenders under the Exit ABL Facility, (viii) the agents and lenders under the Exit Term Loan Facility, (ix) the Consenting Investor, and (x) with respect to each of the foregoing Persons in clauses (i) through (ix), such Persons’ predecessors, successors, assigns, subsidiaries, affiliates, managed accounts and funds and their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, investment managers, investment advisors, management companies, fund advisors, and other professionals, and such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such.

“Releasing Parties” means, collectively, (i) the holders of all Claims who vote or are deemed to accept the Plan, (ii) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan, (iii) the holders of all Claims or Interests who vote or are deemed to reject the Plan but do not opt out of granting the releases set forth herein, (iv) the holders of all Claims and Interests who were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, (v) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein), and (vi) all other holders of Claims and Interests to the maximum extent permitted by law.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PREPACKAGED PLAN, INCLUDING THE RELEASE,

EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: Houston, Texas
October 12, 2020

BY ORDER OF THE COURT

/s/ Alfredo R. Pérez
WEIL, GOTSHAL & MANGES LLP
Alfredo R. Pérez (15776275)
700 Louisiana Street, Suite 1700
Houston, Texas 77002
Telephone: (713) 546-5000
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-and-

WEIL, GOTSHAL & MANGES LLP
Matthew S. Barr (*Admitted pro hac vice*)
Ryan Preston Dahl (*Admitted pro hac vice*)
Gabriel Morgan (*Admitted pro hac vice*)
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New York, New York 10153
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Gabriel.Morgan@weil.com
Jason.Hufendick@weil.com

*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A to Notice of Non-Voting Status

Opt Out Election Form

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

In re:	§	
	§	Chapter 11
	§	
UTEX INDUSTRIES, INC., et al.,	§	Case No. 20-34932 (DRJ)
	§	
Debtors.¹	§	(Joint Administration Requested)
	§	(Emergency Hearing Requested)

OPT OUT ELECTION FORM

You are receiving this opt out form (the “**Release Opt Out Form**”) because you are or may be a holder of a Claim or Interest that is not entitled to vote on the *Joint Prepackaged Chapter 11 Plan of UTEX Industries, Inc. and Its Affiliated Debtors* (the “**Prepackaged Plan**”).² A holder of Claims and/or Interests is deemed to grant the third-party releases set forth below unless such holder affirmatively opts out on or before the Opt Out Deadline (as defined below).

If you believe you are a holder of a Claim or Interest with respect to the Debtors and choose to opt out of the third-party releases set forth in Section 10.7(b) of the Prepackaged Plan, please complete, sign and date this Release Opt Out Form and return it promptly either by (i) email to utexinquiries@omniagnt.com, (ii) electronically through the Voting Agent’s E-Balloting Portal at www.omniagentsolutions.com/utex, or (iii) first class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to the Voting Agent at the following address:

**UTEX Ballot Processing
c/o Omni Agent Solutions
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367**

To ensure that your Release Opt Out Form is counted, clearly sign and timely return your Release Opt Out Form.

**THIS RELEASE OPT OUT FORM MUST BE ACTUALLY RECEIVED BY THE
VOTING AGENT BY NOVEMBER 9, 2020, AT 5:00 P.M. (PREVAILING CENTRAL**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: UTEX Industries, Inc. (9867), RSH Utex Holdings, LLC (4048), Industrial Sealing Solutions Holdings Inc. (0104), UI Sealing Technologies Intermediate Holdings, Inc. (9553), UTEX Holding, Inc. (8260), Applied Rubber Technology, Inc. (1790), CAM Specialty Intermediate Holdings, Inc. (9099), CAM Specialty Products, Inc. (8342), Duraquest, Inc. (7017), Work Manufacturing, L.L.C. (5341), Energy Products LLC (8160), and Arefco Seals, Inc. (5258). The Debtors’ mailing address is 10810 Katy Freeway, Suite 100, Houston, TX 77043.

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

TIME) (THE “OPT OUT DEADLINE”). IF THE RELEASE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE EFFECTIVE.

Item 1. Amount of Claim. The undersigned certifies that, as of October 8, 2020, the undersigned was the holder of Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), or Class 5 (General Unsecured Claims), as indicated below:

Class 1 (Other Priority Claims)	Amount \$ _____
Class 2 (Other Secured Claims)	Amount \$ _____
Class 5 (General Unsecured Claims)	Amount \$ _____

Item 2. Releases.

The Prepackaged Plan contains the following third-party release provisions:

Section 10.7 Releases.

(a) **Releases by Holders of Claims or Interests.** As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Plan Documents and the obligations contemplated by the Restructuring Transactions, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service and contribution of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Releasing Parties, in each case from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or their Estates, the Chapter 11 Cases, 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 or interactions between any Debtor and any Released Party, the Restructuring Transactions, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Plan Documents, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission.

Relevant Definitions Related to Release Provisions:

“**Released Parties**” means, collectively, (i) the Debtors, (ii) the Reorganized Debtors, (iii) the First Lien Agent and the Consenting First Lien Lenders, (iv) the Second Lien Agent and the Consenting Second Lien Lenders, (v) the DIP Agent and DIP Lenders, (vi) the Backstop Parties, (vii) the arrangers, agents, and lenders under the Exit ABL Facility, (viii) the agents and lenders under the Exit Term Loan Facility, (ix) the Consenting Investor, and (x) with respect to each of the foregoing Persons in clauses (i) through (ix), such Persons’ predecessors, successors, assigns, subsidiaries, affiliates, managed accounts and funds and their respective current and former officers and directors, principals, equity holders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, investment managers, investment advisors, management companies, fund advisors, and other professionals, and such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such.

“**Releasing Parties**” means, collectively, (i) the holders of all Claims who vote or are deemed to accept the Plan, (ii) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan, (iii) the holders of all Claims or Interests who vote or are deemed to reject the Plan but do not opt out of granting the releases set forth herein, (iv) the holders of all Claims and Interests who were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, (v) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein), and (vi) all other holders of Claims and Interests to the maximum extent permitted by law.

PURSUANT TO THE PREPACKAGED PLAN, IF YOU, AS A HOLDER OF CLAIMS OR INTERESTS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH SECTION 10.7(b) OF THE PREPACKAGED PLAN BUT DO NOT OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS IN SECTION 10.7(b) OF THE PREPACKAGED PLAN.

Item 3. Certifications. By signing this Release Opt Out Form, the undersigned certifies that:

(a) that, as October 8, 2020, either: (i) the Holder is the Holder of the Claims or Interests set forth in Item 1; or (ii) the Holder is an authorized signatory for an entity that is a Holder of the Claims or Interests set forth in Item 1; and

(b) the undersigned has received a copy of the Notice of Non-Voting Status and the Release Opt Out Form and that the Release Opt Out Form is made pursuant to the terms and conditions set forth therein;

(c) the undersigned has submitted the same election concerning the releases with respect to all Claims or Interests in a single Class set forth in Item 1; and

(d) that no other Release Opt Out Form with respect to the amount(s) of Claims or Interests identified in Item 1 have been submitted or, if any other Release Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Release Opt Out Forms are hereby revoked.

By checking the box below, the undersigned holder of the Claims identified in Item 1 above, having received notice of the opportunity to opt out of granting the releases contained in Section 10.7(b) of the Prepackaged Plan:

- Elects to opt out of the releases contained in Section 10.7(b) of the Prepackaged Plan.

Name of Holder: _____

Signature: _____

Name and Title of Signatory
(if different than Holder): _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-mail Address: _____

Date Completed: _____

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS RELEASE OPT OUT FORM AND RETURN IT TO THE VOTING AGENT BY MAIL, OVERNIGHT OR HAND DELIVERY TO:

**UTEX Ballot Processing
c/o Omni Agent Solutions
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367**

OR BY EMAIL TO

utexinquiries@omniagnt.com
(with "UTEX" in the subject line)

THE OPT OUT DEADLINE IS November 9, 2020 AT 5:00 P.M. (PREVAILING CENTRAL TIME).

If Submitting Your Opt-Out Electronically

HOLDERS THAT WISH TO SUBMIT AN OPT OUT ELECTION FORM ARE STRONGLY ENCOURAGED TO DO SO ELECTRONICALLY. To submit your Opt Out Election Form electronically, www.omniagentsolutions.com/utex, click on the "Electronic Opt Out" section, and follow the instructions to submit your Opt Out Election Form