IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	Case No. 09-14353 (KJC)
TUBO DE PASTEJÉ, S.A. DE C.V., et al.,[1]	:	Jointly Administered
Debtors.	:	

Voting Deadline: August 19, 2011, at 4:00 p.m. (prevailing Eastern time)
Objection Deadline: August 19, 2011, at 4:00 p.m. (prevailing Eastern time)
Confirmation Hearing Date: August 25, 2011, at 3:00 p.m. (prevailing Eastern time)

NOTICE OF ENTRY OF ORDER (I) APPROVING DISCLOSURE STATEMENT, (II) ESTABLISHING SOLICITATION PROCEDURES, AND (III) SCHEDULING HEARING AND ESTABLISHING NOTICE AND OBJECTION PROCEDURES IN RESPECT OF CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE that:

1. ***Approval of Disclosure Statement.*** By order dated July 18, 2011 (the "Order"), the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") approved the *Third Amended Disclosure Statement Relating to Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of Tubo de Pastejé, S.A. de C.V. and Cambridge-Lee Holdings, Inc., as Debtors and Debtors-In-Possession, and Industrias Unidas, S.A. de C.V. and the Subsidiary Guarantors as Co-Proponents*, dated July 15, 2011 (together with all exhibits thereto and as amended, modified, or supplemented prior to solicitation, the "Disclosure Statement") filed by Tubo de Pastejé, S.A. de C.V. ("Tubo") and Cambridge-Lee Holdings, Inc. ("CLH," and together with Tubo, the "Debtors"), and authorized the Debtors to solicit votes to accept or reject the *Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of Tubo de Pastejé, S.A. de C.V. and Cambridge-Lee Holdings, Inc., as Debtors And Debtors-In-Possession, and Industrias Unidas, S.A. De C.V. and the Subsidiary Guarantors as Co-Proponents*, dated July 15, 2011 (together with all exhibits thereto and as amended, modified, or supplemented from time to time, the "Plan")[2], attached as Exhibit 1 to the

[1] The Debtors, along with the last four digits of their respective federal tax identification numbers, are as follows: Tubo de Pastejé, S.A. de C.V. (2870) and Cambridge-Lee Holdings, Inc. (2123). The mailing address for Tubo is Km. 109 Carretera Panamericana, México-Querétaro, Jocotitlán, Estado de México, 50700 and the mailing address for CLH is 86 Tube Drive, Reading, PA 19605.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

Disclosure Statement. In connection with granting approval of the Disclosure Statement, the Order (a) approved certain dates, procedures, and forms applicable to the process of soliciting votes on and providing notice of the Plan, (b) approved certain vote tabulation procedures, and (c) established the deadline for filing objections to the Plan and scheduling a hearing to consider confirmation of the Plan.

2. ***Confirmation Hearing.*** A hearing (the "Confirmation Hearing") to consider confirmation of the Plan will be held at 3:00 p.m. (prevailing Eastern Time) on August 25, 2011, before the Honorable Kevin J. Carey, United States Bankruptcy Judge of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

3. ***Who May Vote.*** Only creditors that hold a claim in Classes T3 and C3 as of July 14, 2011, are entitled to vote on the Plan. All other Classes of Allowed Claims and Equity Interests are unimpaired and, consequently, not entitled to vote on the Plan, and, therefore, will receive notices of non-voting status rather than a Ballot.

4. ***Voting Deadline.*** Holders of Claims entitled to vote on the Plan will receive Ballots for casting such votes. All votes to accept or reject the Plan must be actually received by Epiq Bankruptcy Solutions, LLC, the Debtors' notice and balloting agent (the "Notice and Balloting Agent"), with respect to the Plan, by no later than 4:00 p.m. (prevailing Eastern Time) on August 19, 2011 (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. ***Objections to Confirmation.*** Objections, if any, to confirmation of the Plan must:

(A) be in writing;

(B) state the name and address of the objecting party and the nature of the claim or interest of such party;

(C) state with particularity the basis and nature of any objection;

(D) be filed with the Bankruptcy Court either (i) *electronically* or (ii) *conventionally*, as noted below:

(a) *Electronic Filing:* the filer must be an attorney in possession of passwords and logins to both PACER (see paragraph 8 below) and the Bankruptcy Court's Electronic Case Filing System; or

(b) *Conventional Filing:* the filer must send the response or objection by mail, courier, or messenger to the Clerk's Office at the following address: United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801; the hard copy of the response or objection should be accompanied by a diskette

containing the response or objection in Portable Document Format (PDF) format or, if PDF format is unavailable, in either Word or WordPerfect format;

(E) be served upon (i) counsel for the Debtors, Dewey & LeBoeuf LLP, 1301 Avenue of the Americas, New York, New York 10019, Attn.: Philip M. Abelson and Lauren C. Cohen; (ii) co-counsel for the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899-8705, Attn.: Laura Davis Jones and Michael R. Seidl; (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Room 2207, Lockbox #35, Wilmington, Delaware 19899-0035; (iv) counsel for the Noteholders, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Richard Cooper and Angela Escobar; and (v) Thompson & Knight LLP, 900 Third Avenue, 20th Floor, New York, New York 10022-4728, Attn.: Ira L. Herman and Jennifer A. Christian; and

(F) **be filed with the Bankruptcy Court in accordance with paragraph 5(D) above and served and actually received by the parties listed in paragraph 5(E) by no later than August 19, 2011 at 4:00 p.m. (prevailing Eastern Time). IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTION MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT**. The Debtors may serve replies to such responses or objections by no later than August 23, 2011 at 12:00 p.m. (prevailing Eastern Time).

6. **THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS. THESE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. AN OBJECTION TO THESE PROVISIONS MUST BE FILED IN ACCORDANCE WITH PARAGRAPH 5 ABOVE.**

7. The Plan may be further modified, if necessary, pursuant to section 1127 of the Bankruptcy Code, and subject to the terms and conditions of the Restructuring Agreement, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

8. ***To Obtain Copies.*** Copies of the Plan, Disclosure Statement, the Consensual Exchange Documents, or the exhibits to any of those documents (except Ballots) can be accessed free of charge from the following website: **http://dm.epiq11.com/tubo**. Copies of the Plan, Disclosure Statement, and the Consensual Exchange Documents are also available at your own expense, by written request to the Notice and Balloting Agent at: Tubo de Pastejé, S.A. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, NY 10017, by telephone at (646) 282-2400 or by email at tabulation@epiqsystems.com, or the Bankruptcy Court's website: www.deb.uscourts.gov. Note: a PACER password and login are needed to access documents on the Bankruptcy Court's website and a fee will be charged (https://ecf.deb.uscourts.gov/).

Dated: July 18, 2011

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Michael R. Seidl
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SECTION 9 OF THE PLAN CONTAINS THE FOLLOWING
RELEASE, EXCULPATION, AND INJUNCTIVE RELIEF

1. Discharge

Except as otherwise provided in the Plan or the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims and Equity Interests of any nature whatsoever against the Debtors or any of their Estates, assets, properties or interests in property, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Equity Interests. Except as otherwise provided herein, upon the Plan Effective Date, the Debtors shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Equity Interests, including, but not limited to, demands and liabilities that arose before the Plan Effective Date, and all debts of the kind specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy Code, regardless of whether or not: (a) a Proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (b) the Claim is Allowed, or (c) the Holder of a Claim based on such debt has accepted the Plan or is entitled to receive a distribution thereunder. Upon entry of the Confirmation Order, and subject to the occurrence of the Plan Effective Date, any Holder of such discharged Claim shall be precluded from asserting against the applicable Debtor or Reorganized Debtor, their successors and assigns, or their assets or properties any other or future Claims based upon any document, instrument, act or omission, transaction or other activity of any kind or nature that occurred before the Plan Effective Date. The Reorganized Debtors shall not be responsible for any Claims against or Equity Interests in the Debtors or the Debtors in Possession except (a) those payments and distributions expressly provided for or due under this Plan and (b) Claims and Equity Interests that are Unimpaired under the Plan and not previously satisfied in full.

In addition to the terms of Section 9.1.1 above, upon the Plan Effective Date, each Holder of a Noteholder Pledge Claim or an Unsecured Parent Guaranty Claim and any affiliate of such Holder shall be deemed to have waived, released and discharged IUSA and each member of the IUSA Group from any Liens, Claims, Causes of Action, rights or liabilities arising from the notes issued under, and the guarantees issued pursuant to, either of the Existing Indenture or the ESBDS I Loan. In addition, the Confirmation Order shall provide that the Indenture Trustee is authorized and directed to take all such actions necessary to effectuate the foregoing. Upon the Plan Effective Date, all such persons shall be forever precluded and enjoined from prosecuting or asserting any such discharged Claim against IUSA, the IUSA Group, the Reorganized Debtors, or any of their respective affiliates. Notwithstanding any other provision in the Plan to the contrary, the Indenture Trustee's charging lien shall not be discharged, released, or otherwise impaired by confirmation of the Plan.

2. Exculpation

To the extent permitted by applicable law and approved by the Bankruptcy Court, as of the Plan Effective Date, the Released Parties and any attorneys, financial advisors, investment bankers, accountants, consultants, or other professionals of the Released Parties shall neither have nor incur any liability to, or be subject to any right of action by, any Holder of a Claim or Equity Interest, or any other party-in-interest, or any of their respective employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of these Chapter 11 Cases, including without limitation (i) formulating, negotiating and executing this Plan, the Disclosure Statement, the Restructuring Agreement and any related agreements, instruments or other documents, (ii) the solicitation of votes for and the pursuit of this Plan, (iii) the consummation of this Plan, or (iv) the implementation and administration of this Plan or the property to be distributed in conjunction with this Plan; provided, however, that the foregoing provision shall not apply to any Causes of Action arising out of an act or omission that is determined by a Final Order entered by a court of competent jurisdiction to have constituted actual or intentional fraud, willful misconduct, gross negligence, or criminal conduct.

3. Release By Debtors And Plan Proponents

To the extent permitted by applicable law and approved by the Bankruptcy Court, on the Plan Effective Date, for good and valuable consideration, including the service of the Released Parties to facilitate the restructuring of the Debtors and the implementation of the restructuring contemplated by this Plan, the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors and IUSA, in their individual capacities and, as applicable, as debtors in possession on behalf of the Debtors' Estates, shall be deemed to have unconditionally released the Released Parties and any attorneys, financial advisors, investment bankers, accountants, consultants, or other professionals of the Released Parties from any and all claims, Causes of Action, obligations, rights, suits, damages, remedies, and liabilities whatsoever, including any claims that could be asserted on behalf of the Debtors (whether derivatively or otherwise) including chapter 5 actions, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that the Debtors or their subsidiaries 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 Equity Interest or other Person, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Plan Effective Date; provided, however, that these releases shall not apply to any Causes of Action arising out of an act or omission that is determined by a Final Order entered by a court of competent jurisdiction to have constituted actual or intentional fraud, willful misconduct, gross negligence, or criminal conduct. The releases set forth in this paragraph shall be binding upon any chapter 7 trustee in the event the Chapter 11 Cases are converted to chapter 7.

4. Releases By Holders Of Claims

Except as specifically set forth in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law and approved by the Bankruptcy Court, on the Plan Effective Date, for good and valuable consideration, including the service of the Released Parties to facilitate the restructuring of the Debtors and the implementation of the restructuring contemplated by this Plan, the adequacy of which is hereby confirmed, each Holder of a Claim shall unconditionally release the Released Parties from any and all claims, Causes of Action, obligations, rights, suits, damages, remedies and liabilities whatsoever, including any claims that could be asserted on behalf of the Debtors (whether derivatively or otherwise) including chapter 5 actions, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that the Debtors or their subsidiaries 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 Equity Interest or other Person, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Plan Effective Date, in any way relating or pertaining to, (x) the Debtors or Reorganized Debtors, (y) the Chapter 11 Cases or (z) the negotiation, formulation, implementation and preparation of the Restructuring Agreement, this Plan, the Disclosure Statement, and any related agreements, instruments or other document, provided, however, the foregoing provision shall not apply to any Causes of Action arising out of an act or omission that is determined by a Final Order entered by a court of competent jurisdiction to have constituted actual or intentional fraud, willful misconduct, gross negligence, or criminal conduct; provided, further, however, the foregoing provision shall not apply to any claim, Cause of Action, right, suit, damage or remedy against UCI held by GECC (or any other lender or holder of obligations, if any, related to the GECC Loan), or to any obligation or liability of UCI to GECC (or any other lender or holder of obligations, if any, related to the GECC Loan), arising from or related to the GECC Loan; provided, further, however, nothing in the Chapter 11 Cases, the Confirmation Order, the Plan, or section 1141 of the Bankruptcy Code shall in any way be construed to discharge, release, exculpate, limit, or relieve the Released Parties, or any other entity that may be liable with respect to the Cambridge-Lee Industries, Inc. Employees Retirement Plan or any other IUSA Group defined benefit plan from the claims of the PBGC or the Cambridge-Lee Industries, Inc. Employees Retirement Plan under any law, governmental policy, or regulatory provision, and the PBGC, the Cambridge-Lee Industries, Inc. Employees Retirement Plan, and any other IUSA Group defined benefit plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, Confirmation Order, or section 1141 of the Bankruptcy Code. Nevertheless, the PBGC is not aware of any claims or causes of action as of the Plan Effective Date that the PBGC or the Cambridge-Lee Industries, Inc. Employee Retirement Plan would assert against the Released Parties, any member of the IUSA Group, or any other entity.

5. Injunction

Except as otherwise provided in the Plan or the Confirmation Order, and in addition to the injunction provided under sections 524(a) and 1141 of the Bankruptcy Code, all Persons who have held, currently hold or may hold a Claim or other debt or liability or

Equity Interest which is released, discharged or terminated under the Plan, are permanently enjoined, on and after the Plan Effective Date, from taking any of the following actions against a Released Party or its property on account of such released, discharged or terminated Claims, debts, liabilities or Equity Interests: (1) commencing or continuing in any manner (including by directly or indirectly assisting or facilitating the commencement or continuation of) any action or other proceeding of any kind; (2) enforcing, levying, attaching, collecting or otherwise recovering in any manner any judgment, award, decree or order; (3) creating, perfecting or enforcing any lien or encumbrance of any kind; (4) except as provided herein, asserting any setoff, right of subrogation or recoupment of any kind against any obligation due from any Released Party; and (5) commencing, continuing or in any manner taking part or participating in any action, proceeding or event (whether directly or indirectly) that would be in contravention of the terms, conditions and intent of the Plan. The foregoing injunction will extend to the benefit of the successors of the Released Parties and their respective properties and interests in property. Any Person injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees and, in appropriate circumstances, may recover punitive damages from the willful violator.

6. Term Of Injunctions And Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Plan Effective Date.