

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

ELIA AZAR and DEAN ALFANGE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BLOUNT INTERNATIONAL, INC., JOSHUA L.
COLLINS, DAVID A. WILLMOTT, ROBERT E.
BEASLEY, JR., RONALD CAMI, ANDREW C.
CLARKE, NELDA J. CONNORS, E. DANIEL JAMES,
HAROLD E. LAYMAN, MAX L. LUKENS, AND
DANIEL J. OBRINGER,

Defendants.

Case No. 3:16-CV-00483-SI

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on your claims in the Action entitled *Azar v. Blount International, Inc., et al.*, Case No. 3:16-CV-00483-SI (the "Action"), you must complete and, on page 6 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in Paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement in the Action.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE NO LATER THAN **AUGUST 12, 2019** TO THE COURT-APPOINTED CLAIMS ADMINISTRATOR IN THIS CASE AT THE FOLLOWING ADDRESS:

Blount International, Inc. Securities Litigation
c/o Epiq
P.O. BOX 2312
PORTLAND, OR 97208

Online Submissions: www.BlountInternationalSettlement.com

If you are NOT a Class Member, as defined below, DO NOT submit a Proof of Claim and Release form.

4. If you are a Class Member and you do not timely and validly request exclusion from the Class, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

II. DEFINITIONS¹

1. “Blount” means Blount International, Inc.
2. “Class” means all persons who held Blount common stock continuously from March 4, 2016, the record date for voting on the Transaction, through April 12, 2016, when the Transaction was completed. Excluded from the Class are Defendants, the Purchasers, the officers and directors of the Company at all relevant times, members of the immediate families of the Individual Defendants and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest, and any Person who timely and validly seeks exclusion from the Class.
3. **“Defendants” means Blount and the Individual Defendants.**
4. “Individual Defendants” means Joshua L. Collins, David A. Willmott, Robert E. Beasley, Jr., Ronald Cami, Andrew C. Clarke, Nelda J. Connors, E. Daniel James, Harold E. Layman, Max L. Lukens, and Daniel J. Obringer.
5. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.
6. “Purchasers” means American Securities LLC, P2 Capital Partners LLC, ASP Blade Intermediate Holdings, Inc., and ASP Blade Merger Sub, Inc.
7. “Related Parties” means each of the Parties’ past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, attorneys, accountants, auditors, financial advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, affiliates, joint ventures, assigns, spouses, heirs, estates, related or affiliated entities, any entity in which any Party has a controlling interest, any members of any Party’s immediate family, or any trust of which any Party is the settlor or which is for the benefit of any Party’s immediate family.
8. **“Released Claims” means any and all claims that have or could have been asserted in this Litigation, as well as and any all claims** that have been asserted, could have been asserted, or could be asserted now or in the future by any Class Member in his, her, or its capacity as a purchaser, seller, or holder of Blount common stock that have arisen from, could have arisen from, or relate in any manner to the Transaction, the process leading up to the Transaction, the Proxy Statement and any supplement thereto, or the financial projections referenced in the Complaint. “Released Claims” include “Unknown Claims,” as defined in Paragraph 11 below. Notwithstanding any other provisions to the contrary herein, “Released Claims” do not include claims to enforce the Settlement.
9. “Released Persons” means each and all of the Defendants and each of their respective Related Parties.
10. “Transaction” means the transaction announced on December 10, 2015 and completed on April 12, 2016, pursuant to which the Purchasers acquired all of the outstanding shares of Blount common stock for \$10.00 per share.
11. “Unknown Claims” means any Released Claims which Lead Plaintiffs or any Class Member, as of the Effective Date, does not know or suspect to exist in his, her or its favor, whether direct, indirect, or derivative, including those which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

¹ A complete list of definitions is contained in the Stipulation, which is available at www.BlountInternationalSettlement.com.

Lead Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable or equivalent to California Civil Code §1542, or that might otherwise operate to bar or limit the release of Unknown Claims. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, expressly, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to and notwithstanding the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

III. CLAIMANT IDENTIFICATION

1. If you held Blount common stock, and you held the stock certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled “Claimant Identification” to identify each share held of record (“nominee”), if different from the beneficial holder of the Blount common stock that form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S) OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S) OF THE BLOUNT COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

3. All joint holders must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled “Holdings in Blount Common Stock” to state the number of shares of Blount common stock that you held continuously from March 4, 2016, the record date for voting on the Transaction, through April 12, 2016, when the Transaction was completed.

2. Copies of broker confirmations or other documentation of your holdings in Blount common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

3. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your recovery. In the event the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the claimant’s responsibility for any increased costs due to the nature and/or scope of the claim.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included all requested information about all of my (our) holdings of Blount common stock on the record date, March 4, 2016, requested in this claim form.

6. The number(s) shown on this form is (are) the correct SSN/TIN(s).

7. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. (NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 7 above.)

8. I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Signature of claimant Date: - -
MM DD YY

Print name here

Signature of joint claimant if any Date: - -
MM DD YY

Print name here

If the claimant is other than an individual or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant Date: - -
MM DD YY

Print name here

Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach copies of supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.