UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
ARCTIC GLACIER INTERNATIONAL INC., *et al.*,[1]	:	Case No. 12-10605 (KG)
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	**Hearing Date: November 18, 2013 at 2:00 p.m. (ET)** **Objection Deadline: November 11, 2013 at 4:00 p.m. (ET)**

NOTICE OF PRELIMINARY APPROVALS MOTION

PLEASE TAKE NOTICE that Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") of the above-captioned debtors (collectively, the "Debtors") in a proceeding under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, pending before the Court of Queen's Bench Winnipeg Centre, has filed the attached *Joint Motion, Pursuant to Sections 105(a), 363(b), 1501, 1507, 1520, and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 7023, 9014, and 9019, for Order Recognizing and Enforcing the Canadian Approval Order and Granting Certain Preliminary Approvals in Connection with the Agreement Settling the Claims of Indirect Purchasers* (the "Preliminary Approvals Motion").

PLEASE TAKE FURTHER NOTICE that a hearing (the "Hearing") to consider the Preliminary Approvals Motion will be held on **November 18, 2013, at 2:00 p.m. (ET)** before the Honorable Kevin Gross at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that any objections to the Preliminary Approvals Motion must be filed on or before **November 11, 2013, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware,

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[1] The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Arctic Glacier California Inc. (7645); (ii) Arctic Glacier Grayling Inc. (0976); (iii) Arctic Glacier Inc. (4125); (iv) Arctic Glacier Income Fund (4736); (v) Arctic Glacier International Inc. (9353); (vi) Arctic Glacier Lansing Inc. (1769); (vii) Arctic Glacier Michigan Inc. (0975); (viii) Arctic Glacier Minnesota Inc. (2310); (ix) Arctic Glacier Nebraska Inc. (7790); (x) Arctic Glacier New York Inc. (2468); (xi) Arctic Glacier Newburgh Inc. (7431); (xii) Arctic Glacier Oregon, Inc. (4484); (xiii) Arctic Glacier Party Time Inc. (0977); (xiv) Arctic Glacier Pennsylvania Inc. (9475); (xv) Arctic Glacier Rochester Inc. (6989); (xvi) Arctic Glacier Services Inc. (6657); (xvii) Arctic Glacier Texas Inc. (3251); (xviii) Arctic Glacier Vernon Inc. (3211); (xix) Arctic Glacier Wisconsin Inc. (5835); (xx) Diamond Ice Cube Company Inc. (7146); (xxi) Diamond Newport Corporation (4811); (xxii) Glacier Ice Company, Inc. (4320); (xxiii) Ice Perfection Systems Inc. (7093); (xxiv) ICEsurance Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowlton Enterprises Inc. (8701); (xxvii) Mountain Water Ice Company (2777); (xxviii) R&K Trucking, Inc. (6931); (xxix) Winkler Lucas Ice and Fuel Company (0049); (xxx) Wonderland Ice, Inc. (8662). The Debtors' executive headquarters is located at 625 Henry Avenue, Winnipeg, Manitoba, R3A 0V1, Canada.

824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection so as to be actually received by the following parties on or before the Objection Deadline: (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, and Alex W. Cannon); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman and Jeremy Dacks); (iii) Young Conway Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Robert S. Brady and Matthew P. Lunn); (iv) Jones Day, 2727 North Harwood Street, Chicago, Illinois 60601-1692 (Attn: Gregory M. Gordon and William A. Herzberger and Paul M. Green); (v) McCarthy Tétrault LLP, 66 Wellington Street West, Suite 5300, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village, Suite M, Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); (viii) Wild Law Group PLLC, 27735 Jefferson Avenue, Saint Clair Shores, Michigan 48081 (Attn: John M. Perrin); and (ix) Cross & Simon, LLC, 913 North Market Street, 11th Floor, Wilmington, Delaware 19899-1380 (Attn: Christopher P. Simon).

PLEASE TAKE FURTHER NOTICE that you do not need to appear at the Hearing if you do not object to the relief request in the Preliminary Approvals Motion.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or by notice filed on the docket.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE PRELIMINARY APPROVALS MOTION WITHOUT FURTHER NOTICE OR A HEARING.

PLEASE TAKE FURTHER NOTICE that additional copies of the Preliminary Approvals Motion are available: (a) by accessing the Court's internet website at https://ecf.deb.uscourts.gov (a login and a password to the Court's Public Access to Court Electronic Records ("Pacer") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov); (b) from the Monitor's website at http://www.amcanadadocs.com/arcticglacier or http://www.kccllc.net/ArcticGlacier (without cost); or (c) upon written request to the Monitor's counsel (by email or facsimile) addressed to: Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn.: Melissa Romano, e-mail, mromano@ycst.com or facsimile, 302-576-3450) (without cost).

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Dated: October 28, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ian J. Bambrick

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Co-Counsel to the Monitor and Foreign Representative

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
ARCTIC GLACIER INTERNATIONAL INC., *et al.*,[1]	:	Case No. 12-10605 (KG)
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	**Hearing Date: November 18, 2013 at 2:00 p.m.** **Obj. Deadline: November 11, 2013 at 4:00 p.m.**

JOINT MOTION, PURSUANT TO SECTIONS 105(a), 363(b), 1501, 1507, 1520, AND 1521 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, 7023, 9014, AND 9019, FOR ORDER RECOGNIZING AND ENFORCING THE CANADIAN APPROVAL ORDER AND GRANTING CERTAIN PRELIMINARY APPROVALS IN CONNECTION WITH THE AGREEMENT SETTLING THE CLAIMS OF INDIRECT PURCHASERS

Wild Law Group PLLC ("Class Counsel"), in its capacity as interim counsel to the class of indirect purchasers proposed to be certified for settlement purposes, Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") of the above-captioned debtors (collectively, the "Debtors") in the proceeding (the "Canadian Proceeding") commenced under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and pending before the Court of Queen's Bench Winnipeg Centre (the "Canadian Court"), and the Debtors jointly file this motion (the "Motion") for the entry of an order, substantially in the form attached as Exhibit A

[1] The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Arctic Glacier California Inc. (7645); (ii) Arctic Glacier Grayling Inc. (0976); (iii) Arctic Glacier Inc. (4125); (iv) Arctic Glacier Income Fund (4736); (v) Arctic Glacier International Inc. (9353); (vi) Arctic Glacier Lansing Inc. (1769); (vii) Arctic Glacier Michigan Inc. (0975); (viii) Arctic Glacier Minnesota Inc. (2310); (ix) Arctic Glacier Nebraska Inc. (7790); (x) Arctic Glacier New York Inc. (2468); (xi) Arctic Glacier Newburgh Inc. (7431); (xii) Arctic Glacier Oregon, Inc. (4484); (xiii) Arctic Glacier Party Time Inc. (0977); (xiv) Arctic Glacier Pennsylvania Inc. (9475); (xv) Arctic Glacier Rochester Inc. (6989); (xvi) Arctic Glacier Services Inc. (6657); (xvii) Arctic Glacier Texas Inc. (3251); (xviii) Arctic Glacier Vernon Inc. (3211); (xix) Arctic Glacier Wisconsin Inc. (5835); (xx) Diamond Ice Cube Company Inc. (7146); (xxi) Diamond Newport Corporation (4811); (xxii) Glacier Ice Company, Inc. (4320); (xxiii) Ice Perfection Systems Inc. (7093); (xxiv) ICEsurance Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowlton Enterprises Inc. (8701); (xxvii) Mountain Water Ice Company (2777); (xxviii) R&K Trucking, Inc. (6931); (xxix) Winkler Lucas Ice and Fuel Company (0049); (xxx) Wonderland Ice, Inc. (8662). The Debtors' executive headquarters is located at 625 Henry Avenue, Winnipeg, Manitoba, R3A 0V1, Canada.

(the "Preliminary Approval Order"), pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 7023, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (a) recognizing and enforcing that certain *Order* entered by the Canadian Court on October 16, 2013 in the Canadian Proceeding (the "Canadian Approval Order"),[2] (b) incorporating Bankruptcy Rule 7023 into the Debtors' chapter 15 cases (the "Chapter 15 Cases") so that the agreement (the "Proposed Settlement") embodied by the *Settlement Agreement* entered into as of October 22, 2013 individually and on behalf of the (i) the Settlement Class; (ii) the Debtors; and (iii) the Monitor (the "Settlement Agreement")[3] may be considered by this Court; (c) certifying the Settlement Class as a conditional settlement class; (d) approving the Named Plaintiffs as class representatives; (e) approving Class Counsel as counsel for the Settlement Class; (f) scheduling a hearing (the "Final Hearing") to consider (i) whether the Proposed Settlement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the Settlement Agreement; (g) approving the procedures for submission of written requests to opt-out or exclude oneself from the Proposed Settlement ("Opt-Out Letters") and/or objections ("Objections") to the Settlement Agreement; (h) approving the Preliminary Approval Notice as well as the manner of service and publication of the Preliminary Approval Notice substantially in the form annexed to the Preliminary Approval Order as Exhibit C; (i) approving the form of notice substantially in the form annexed to the Preliminary Approval Order as Exhibit D (the "Long Form Notice"); (j) approving the claim form substantially in the form annexed to the Preliminary Approval Order as Exhibit E (the "Claim Form"); and (k) approving the engagement

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2 The Canadian Approval Order is annexed to the Preliminary Approval Order as Exhibit A.

3 Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Settlement Agreement. The Settlement Agreement (without exhibits) is annexed to the Preliminary Approval Order as Exhibit B.

of UpShot Services LLC as Claims Administrator (the "Claims Administrator"). In support hereof, the Settlement Parties rely on the *Thirteenth Report of the Monitor*, dated October 10, 2013 [Docket No. 246] (the "Thirteenth Report") and the *Declaration of Matthew S. Wild* to be filed no later than seven (7) days prior to the hearing to consider this Motion. In further support of the relief requested herein, the Settlement Parties respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this Court and this district pursuant to 28 U.S.C. § 1410. The statutory predicates for the relief requested herein are sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of the Bankruptcy Code as supplemented by Bankruptcy Rules 2002, 6004, 7023, 9014, and 9019.

GENERAL BACKGROUND

2. On February 22, 2012, the Debtors[4] commenced the Canadian Proceeding, and the Canadian Court entered an initial order (including any extensions, amendments, or modifications thereto, the "Initial Order"), pursuant to the CCAA, providing various forms of

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[4] As described more fully in the *Declaration of Philip J. Reynolds in Support of Verified Petition of Alvarez & Marsal Canada Inc., as Foreign Representative of Arctic Glacier Inc. and Certain of its Affiliates, for: (I) Recognition of Foreign Main Proceeding and (II) Certain Related Relief* [Docket No. 2] (the "Reynolds Declaration"), Glacier Valley Ice Company, L.P ("Glacier L.P."), an affiliate of the Debtors, is not an applicant in the Canadian Proceeding because partnerships are ineligible to be applicants under the CCAA. However, pursuant to this Court's Provisional Relief Order and Recognition Order (as each term is defined below), the stay provided for in section 362 applies to Glacier L.P. Additionally the assets of Glacier L.P. were sold as provided in the CCAA Vesting Order and the U.S. Sale Order (both of which are defined herein). Moreover, Glacier L.P. is a party to the Settlement Agreement. For convenience sake, all references to "Debtors" herein and in the Proposed Order shall include Glacier L.P., even though such entity is not a Debtor in these Chapter 15 Cases (as defined below).

relief thereunder, including, but not limited to, authorizing and directing the Debtors to commence, and the Monitor, the Financial Advisor (as defined in the Sale and Investor Solicitation Process (the "SISP"))[5] and the Chief Process Supervisor (as defined in the SISP) to perform their obligations under, a process offering potential investors an opportunity to purchase or invest in the Debtors' business and operations in accordance with the SISP.

3. On February 22, 2012 (the "Petition Date"), the Monitor commenced these proceedings (these "Chapter 15 Cases") by filing verified petitions on behalf of the Debtors, pursuant to sections 1504 and 1515 of the Bankruptcy Code, seeking recognition by this Court of the Canadian Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code.

4. On February 23, 2012, this Court entered the *Order Granting Provisional Relief* [Docket No. 28] (the "Provisional Relief Order"), providing for, among other things, a stay of all proceedings against or concerning property of the Debtors located within the territorial jurisdiction of the United States.

5. On March 16, 2012, this Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70] (the "Recognition Order"). Pursuant to the Recognition Order, this Court (a) granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, (b) authorized the Debtors to obtain postpetition secured financing, and (c) enforced the Initial Order on a permanent basis in the United States.

6. On June 21, 2012, the Canadian Court entered the *Sale Approval and Vesting Order* (as amended and restated, the "CCAA Vesting Order"), pursuant to which the Canadian Court authorized and approved the sale of the Debtors' right, title, and interest in and

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[5] A copy of the SISP is annexed as Schedule C to the Initial Order, which is annexed as Exhibit A to the Reynolds Declaration.

to the Purchased Assets (as defined in the CCAA Vesting Order) free and clear of all Interests (as defined in the CCAA Vesting Order), except as provided in the Purchase Agreement (the "Sale").

7. On July 17, 2012, this Court entered an order [Docket No. 126] (the "U.S. Sale Order"), which among other things: (a) recognized and enforced the CCAA Vesting Order; (b) authorized and approved the Sale pursuant to section 363(f) of the Bankruptcy Code; (c) authorized and approved, to the extent provided for in the CCAA Vesting Order, the assignment of the Assigned Contracts (as defined in the U.S. Sale Order); and (d) granted certain related relief.

8. As contemplated by the CCAA Vesting Order and described in the *Notice of Filing of Monitor's Certificate* [Docket No. 139] (the "Certificate Filing Notice"), on July 27, 2012, the Monitor delivered the *Monitor's Certificate*, which, among other things, notified the Canadian Court and other parties in interest that the Sale had closed. A copy of the *Monitor's Certificate* was filed with the Certificate Filing Notice on August 2, 2012.

9. On September 5, 2012, the Canadian Court entered the Claims Procedure Order (the "Claims Procedure Order") establishing procedures for the submission and determination of claims against the Debtors and their directors, officers, and trustees (the "Claims Process"). In anticipation of the filing of the Indirect Purchaser Claim, the Monitor, the Debtors, and Class Counsel agreed that the Monitor would seek a Claims Procedure Order that would provide that the Indirect Purchaser Claim could be filed on behalf of the putative class and could be pursued under United States law before a United States lawyer who would adjudicate the claim under United States law. Paragraph 47 of the Claims Procedure Order provided that such a lawyer, experienced in United States antitrust and class-action law, would be appointed as

Special Claims Officer (as such term is defined in the Claims Procedure Order) to adjudicate the Indirect Purchaser Claim.

10. On September 14, 2012, this Court entered the *Order Recognizing and Enforcing Claims Procedure Order of the Canadian Court* [Docket No. 166] (the "Claims Procedure Recognition Order") recognizing and giving full force and effect in the United States to the Claims Procedure Order and the Claims Process contemplated thereby.

11. On March 7, 2013, the Canadian Court entered the *Order* (the "Claims Officer Order"), which, among other things, supplemented the Claims Procedure Order by empowering the Claims Officers (as defined in the Claims Officer Order) with the authority to adjudicate and determine questions of fact and law concerning the validity and value of disputed claims that cannot be resolved consensually.

12. On May 7, 2013, this Court entered an Order [Docket No. 227] recognizing and giving full force and effect in the United States to the Claims Officer Order.

13. On October 16, 2013, the Canadian Court entered the Canadian Approval Order, which among other things, (a) authorized the Chief Process Supervisor, on behalf of the Debtors, and the Monitor to execute the Settlement Agreement, (b) granted the Class Counsel Charge in the amount of $200,000;[6] and (c) authorized the Monitor to seek this Court's approval of the Settlement Agreement.

14. Additional information about the Debtors' former businesses and operations, the Canadian Proceeding, the Sale and these Chapter 15 Cases are set forth in (a) the Reynolds Declaration, (b) the *Pre-Filing Report of the Proposed Monitor*, filed on the Petition Date as Exhibit C to the Reynolds Declaration, and (c) the reports of the Monitor previously filed with the Canadian Court and this Court.

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[6] All monetary amounts described herein are denominated in United States dollars.

EVENTS LEADING TO THE SETTLEMENT AGREEMENT

15. As described in the Thirteenth Report, Class Counsel filed a proof of claim (the "Indirect Purchaser Claim") in the amount of "at least" $463.58 million. The Indirect Purchaser Claim states that it was filed on behalf of a class of U.S. retail purchasers of packaged ice who are located in sixteen (16) different states. It is based on an alleged conspiracy between certain of the Debtors, Reddy Ice, and Home City (collectively, the "Defendants") with respect to market allocation. The Indirect Purchaser Claim was by far the largest and most complicated proof of claim filed in the Claims Process. Due to its magnitude, the Monitor has been unable to recommend a distribution to the Debtors' stakeholders until the Indirect Purchaser Claim is satisfactorily resolved.

16. The various putative class actions brought in and after 2008 in relation to the alleged conspiracy by indirect purchasers of packaged ice against certain of the Debtors, as well as other Defendants, were consolidated for pre-trial purposes in the multidistrict litigation captioned *In re Packaged Ice Antitrust Litigation*, No. 08-md-1952 (E.D. Mich.) (the "MDL"). On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the "MDL Court"), appointed Matthew S. Wild and Max Wild as interim lead counsel and appointed John M. Perrin as liaison counsel for the putative indirect purchaser class.

17. The class action filed against certain of the Debtors by indirect purchasers of packaged ice stemmed from a United States Department of Justice (the "DOJ") investigation into the packaged ice industry in the United States and, in particular, certain alleged anti-competitive behavior by the Defendants. As a result of the DOJ investigation, one of the Debtors and Home City pled guilty to a single criminal antitrust violation, along with three former employees of the Debtors. As such, the Monitor has always been aware that there was a

possibility, despite the strong legal and factual arguments against the Indirect Purchaser Claim, that a Claims Officer and/or the Canadian Court may render a decision with respect to the Indirect Purchaser Claim that is adverse to the Debtors.

18. The Monitor and the Debtors have been actively working to resolve the issues raised by the MDL since the commencement of the Canadian Proceeding and the Chapter 15 Cases. In an effort to reach an early resolution of the issues presented by the Indirect Purchaser Claim filed in the Claims Process, the Monitor, the Debtors, and Class Counsel agreed to participate in a mediation presided over by the Honorable former Justice George Adams, which took place in Toronto, Ontario over a two-day period (January 31 and February 1, 2013). Before the mediation, and in accordance with the Claims Procedure Order, the Monitor issued a comprehensive Notice of Revision or Disallowance, dated January 24, 2013, which disallowed the Indirect Purchaser Claim in its entirety. To facilitate the mediation, the Monitor agreed that the parties should focus their attention on the mediation and, thus, pursuant to paragraph 5 of the Claims Procedure Order, agreed to extend the deadline for the delivery of a Dispute Notice (as defined in the Claims Procedure Order) with respect to the Indirect Purchaser Claim to a date to be specified by the Monitor.

19. Despite the assistance of the Honorable Mr. Adams, the parties were unable to reach a resolution at the mediation. On February 12, 2013, the Monitor informed Class Counsel that the twenty-one (21) day period for filing a Dispute Notice provided for in paragraph 41 of the Claims Procedure Order would commence on February 13, 2013 in respect of the Indirect Purchaser Claim. The Monitor received a Dispute Notice from Class Counsel on March 4, 2013.

20. In order to provide the Indirect Purchaser Claimants and the Monitor with evidence and information sufficient to allow a proper adjudication of the Indirect Purchaser

Claim in the Claims Process, the Monitor, the Debtors, and the Indirect Purchaser Claimants negotiated and entered into the *Stipulation by and Between the Monitor, the Debtors, and Wild Law Group Granting Partial and Limited Relief from the Automatic Stay to Proceed with Certain Discovery*, dated April 22, 2013 [Docket No. 219] (the "Discovery Stipulation"). On April 23, 2013, this Court entered the *Order Approving Stipulation by and between The Monitor, The Debtors and Wild Law Group Granting Partial and Limited Relief from The Automatic Stay to Proceed with Certain Discovery* [Docket No. 220].

21. After this Court's approval of the Discovery Stipulation, the Monitor, the Debtors, and Class Counsel selected the Honorable Vaughn R. Walker as Special Claims Officer, who was subsequently formally appointed as Special Claims Officer by the Monitor. Shortly after his appointment, Judge Walker approved a case management plan. However, because the parties were engaged in productive settlement negotiations, the parties sought and obtained Judge Walker's consent to suspend the case management plan until further notice.

22. Attached as Exhibit B to the Preliminary Approval Order is a copy of the Settlement Agreement (without exhibits). On October 16, 2013, the Canadian Court entered the Canadian Approval Order, which, (a) authorized the Chief Process Supervisor, on behalf of the Debtors, and the Monitor to execute the Settlement Agreement, (b) granted the Class Counsel Charge; and (c) authorized the Monitor to seek this Court's approval of the Settlement Agreement. A copy of the Canadian Approval Order is attached as Exhibit A to the Preliminary Approval Order. The Settlement Agreement remains subject to approval by this Court pursuant to applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. If approved by this Court, the Settlement Agreement would achieve a compromise and complete settlement of the Indirect Purchaser Claim (including any other claim asserted by the Settlement Class against any

of the Debtors or their former employees in the MDL), thereby allowing the Monitor to propose a distribution of the funds currently being held by it to the Debtors' stakeholders.

SUMMARY OF THE SETTLEMENT AGREEMENT

23. The material terms of the Settlement Agreement are as follows:

a. **Allowance of Indirect Purchaser Claim.** The Settlement Agreement (a) allows the Indirect Purchaser Claim as a Proven Claim (as defined in the Claims Procedure Order) in the Claims Process in an amount not to exceed the Maximum Settlement Amount of $3.95 million, and (b) provides, subject to certain conditions, including the Canadian Court's entry of an Order with respect to the distribution of funds currently being held by the Monitor, for the Monitor to make a single payment in an amount not to exceed the Maximum Settlement Amount.

b. **Settlement Class.** All purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Debtors or their former employees in the MDL. Excluded from the Settlement Class are any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.

c. **Payments to Holders of Approved Claims.** Holders of Approved Claims pursuant to the Settlement Agreement will receive $6.00 for three (3) to ten (10) bags and $0.60 for each additional bag. Payment amounts to individual Settlement Class members may be reduced proportionally under certain circumstances detailed in Sections 2.45 and 5.1.1(iv) of the Settlement Agreement.

d. **Incentive Awards.** Class Counsel intends to seek an Incentive Award of $1,000 for each of the twenty (20) Named Plaintiffs. The Monitor and the Debtors have agreed that they will not oppose such a request.

e. **Releases.** In exchange for the satisfaction of the Indirect Purchaser Claim in the manner provided for in the Settlement Agreement, the Settlement Agreement provides for a comprehensive release of the Monitor, the Debtors and their current or former directors, officers and employees, the Chief Process Supervisor, and certain other parties.

f. **Attorneys' Fees and Attorneys' Costs.** In connection with the Settlement Agreement, Class Counsel intends to seek an award of "Attorneys' Fees" not to exceed 33 1/3% of the Maximum Settlement Amount, and reimbursement

of their "Attorneys' Costs" in an amount not to exceed $350,000. The Monitor and the Debtors have agreed that they will not oppose such a request.

g. **Retention.** To the extent that the aggregate value of claims submitted plus the Notice and Administration Costs, Incentive Awards, and Attorneys' Fees and Attorneys' Costs is less than the Maximum Settlement Amount, the Monitor will be entitled to retain the difference on behalf of the Debtors and distribute such amounts to the Debtors' stakeholders in accordance with a future distribution order of the Canadian Court.

h. **Opt-Out Procedures.** To exclude oneself from the Settlement Class, such person must send an Opt-Out Letter. Opt-Out Letters must be submitted to the Claims Administrator so as to be actually received by the Claims Administrator on or before February 21, 2014 at 4:00 p.m. An Opt-Out Letter must include such person's name, address, and email address.

i. **Notice Plan.** The Preliminary Approval Notice will be provided to potential members of the Settlement Class (collectively, "Settlement Class Members") through publication, electronic means, and, in some instances, hard-copy service. The notice plan is more fully described herein.

24. The Settlement Agreement is the result of several months of vigorous and protracted, good-faith, arms'-length negotiations between the Monitor, the Debtors, and Class Counsel, and, as a result, the Settlement Parties believe that it represents a fair and reasonable resolution of the Indirect Purchaser Claim.

25. Prior to entering into the Settlement Agreement, Class Counsel conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Indirect Purchaser Claim, including analysis of evidence adduced during its investigation and through certain discovery and of the applicable law with respect to the claims asserted against certain of the Debtors, as well as the potential defenses thereto.

26. Based upon its investigation, and the circumstances surrounding the MDL and the Canadian Proceeding, Class Counsel has concluded that the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate to the Named Plaintiffs and the Settlement Class Members, and in their best interests, and has agreed to settle the Indirect Purchaser Claim pursuant to the terms and provisions of the Settlement Agreement, after

considering (a) the benefits that the Named Plaintiffs and the Settlement Class Members will receive from the resolution of the Indirect Purchaser Claim, (b) the attendant risks of litigation, and (c) the desirability of permitting the Proposed Settlement to be consummated as provided by the terms of the Settlement Agreement.

27. The Monitor has been in regular contact, through discussions and meetings, with the Debtors' U.S. antitrust counsel and is of the view that the total consideration to be given in exchange for the full and final resolution of the Indirect Purchaser Claim is less than the amount that the Monitor and the Debtors would expend in litigating the Indirect Purchaser Claim before the Special Claims Officer. This view is shared by the Monitor's own independent U.S. antitrust counsel. Additionally, the Settlement Agreement provides a degree of certainty with respect to costs and timing that cannot be achieved through continuing litigation before the Special Claims Officer, which was estimated to last at least several more years and reflects the inherent risk in continuing litigation. Additionally, with respect to the proposed Settlement Class, the Settlement Agreement provides for a potentially higher overall recovery, in a much shorter time-frame, than would occur were the Indirect Purchaser Claim to be resolved through litigation before the Special Claims Officer.

RELIEF REQUESTED

28. In furtherance of the Settlement Agreement, and by this Motion, the Settlement Parties request entry of the Preliminary Approval Order:

- recognizing and enforcing the Canadian Approval Order;
- incorporating Bankruptcy Rule 7023 pursuant to Bankruptcy Rule 9014 into the Chapter 15 Cases;
- certifying the Settlement Class as a conditional settlement class;
- approving the notice plan;

- scheduling the Final Hearing to consider (a) whether the Proposed Settlement is fair, reasonable, and adequate as to the Settlement Class, and (b) approval of the Settlement Agreement;
- approving the procedures for submission of Opt-Out Letters and/or Objections to the Settlement Agreement;
- approving the Claim Form; and
- approving the engagement of the Claims Administrator.

BASIS FOR RELIEF

I. RECOGNITION OF THE CANADIAN APPROVAL ORDER

29. Section 1521 of the Bankruptcy Code sets forth various forms of relief that may be granted upon recognition of a foreign proceeding. Specifically, section 1521(b) of the Bankruptcy Code provides, in pertinent part, that "[u]pon recognition of a foreign proceeding . . . the court may, at the request of the foreign representative, entrust the distribution of all or part of the debtor's assets located in the United States to the foreign representative." 11 U.S.C. § 1521(b).

30. The Canadian Approval Order is a necessary part of the Settlement Agreement, and the Settlement Agreement, if approved, will involve the distribution of the Debtors' assets. Moreover, this Court's recognition of the Canadian Approval Order is a condition precedent to the Monitor's obligations to make the payments required under the Settlement Agreement. (Settlement Agreement, § 8.2(i)). Absent this Court's recognition of the Canadian Approval Order, the Monitor's and Debtors' entry into the Settlement Agreement, and the Canadian Approval Order itself, could be subject to collateral attack in this Court. Thus, recognition and enforcement of the Canadian Approval Order is authorized pursuant to section 1521 of the Bankruptcy Code.

31. Additionally, the Canadian Approval Order has granted the Class Counsel Charge. The Class Counsel Charge ranks *pari passu* with the Administration Charge (as defined

in the Initial Order), and shall be deemed discharged immediately upon payment of professional fees and disbursements of Class Counsel in the amount of $200,000, which are in addition to the Attorneys' Fees and Attorneys' Costs which will be paid out of the Maximum Settlement Amount. The Settlement Parties are seeking this Court's recognition of the Class Counsel Charge as they believe that such charge is necessary to facilitate Class Counsel's effective participation in the Canadian Proceeding and these Chapter 15 Cases.

32. Recognition of the Canadian Approval Order will further the administration of the Canadian Proceeding and the accompanying Chapter 15 Cases by ensuring that both the Canadian Court and the U.S. Court have authorized the Monitor and the Chief Process Supervisor, on behalf of the Debtors, to enter into the Settlement Agreement. As such, recognition of the Canadian Approval Order will ensure the uniform administration of the Debtors' cross-border insolvency proceedings. Notably, the Canadian Court has also requested the aid of and recognition by this Court to give effect in the United States to the Canadian Approval Order in order to assist the Monitor and the Debtors in carrying out the terms of the Canadian Approval Order. (Canadian Approval Order, ¶ 10.)

33. Section 1507 of the Bankruptcy Code provides that "the court, if recognition is granted, may provide additional assistance to a foreign representative under this title," and, when granting assistance, "shall consider whether such additional assistance, consistent with the principles of comity, will reasonably assure . . . the just treatment of all holders of claims against or interests in the debtor's property," and "the protection of claim holders in the United States against prejudice and inconvenience in the processing of claims in such foreign proceeding . . . ." 11 U.S.C. § 1507. The Settlement Parties submit that recognition of the Canadian Approval Order in the United States will help to assure the consistent and just treatment of all creditors of the Debtors, including members of the proposed Settlement Class,

consistent with the principles of comity, as contemplated generally by chapter 15 of the Bankruptcy Code.

34. Based on the foregoing, the Settlement Parties respectfully request that this Court recognize and give effect in the United States to the Canadian Approval Order pursuant to sections 105(a), 1507, and 1521 of the Bankruptcy Code and under well-established principles of international comity and cooperation.

II. INCORPORATION AND APPLICATION OF BANKRUPTCY RULE 7023

35. This Court has the authority to incorporate Bankruptcy Rule 7023 into these Chapter 15 Cases pursuant to section 1527(a)(7) of the Bankruptcy Code, which authorizes the Court to grant to the Monitor "any additional relief that may be available to a trustee," subject to certain exceptions not applicable here. In determining whether to make Bankruptcy Rule 7023 applicable to a bankruptcy proceeding courts employ a two-step process. Under the two-step process, the Court must first consider whether to incorporate Bankruptcy Rule 7023 into the case pursuant to Bankruptcy Rule 9014, and then, only if determining that Bankruptcy Rule 7023 should be so incorporated, the Court must consider whether the putative class meets the requirements for certification under Rule 7023. In re Computer Learning Ctrs., Inc., 344 B.R. 79, 86 (Bankr. E.D. Va. 2006) ("It is important to note that there are two steps in the class proof of claim process. Two decisions must be made: (1) Whether Rule 7023 should be made applicable to the proof of claim; and (2) whether a class should be certified under Rule 23.").

A. *Step 1 – Rule 9014*

36. The bankruptcy court has wide discretion in determining whether or not it should make Rule 7023 applicable in a particular bankruptcy proceeding. Charter Sec. Litig. V. Charter Co. (In re Charter Co.), 876 F.2d 866, 873 (11th Cir. 1989) ("[U]nder Bankruptcy Rule 9014, the bankruptcy judge may at his discretion apply Bankruptcy Rule 7023 . . . .") cert.

dismissed 496 U.S. 944 (1990). Factors that courts have considered when determining whether to incorporate Rule 7023 into the case include: (a) prejudice to the debtor or its other creditors; (b) prejudice to putative class members; (c) efficient estate administration; (d) the conduct in the bankruptcy case of the putative class representatives; (e) the status of proceedings in other courts; and (f) the timeliness of the motion to incorporate Bankruptcy Rule 7023. Computer Learning Ctrs., 344 B.R. at 89.

37. First, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases solely for settlement purposes pursuant to section 1521(a)(7) of the Bankruptcy Code will not prejudice the Debtors or any of their creditors. As noted above, the Debtors and the Monitor have been aware of the need to resolve the claims asserted by the Indirect Purchaser Claim since prior to the commencement of the Canadian Proceeding and the Chapter 15 Cases, and they believe that the Settlement Agreement is the most effective and efficient way to resolve the Indirect Purchaser Claim. Considering the value of the claims asserted in the Indirect Purchaser Claim, the Monitor is unable to recommend a distribution of the Debtors' assets to creditors and other stakeholders absent a full and final resolution of the Indirect Purchaser Claim. Should this Court decide not to incorporate rule 7023 into these Chapter 15 Cases, all parties in interest would suffer substantial prejudice, and the issues raised by the Indirect Purchaser Claim would have to be resolved through time-consuming and costly litigation before the Special Claims Officer. This would cause significant delay and additional cost associated with the administration of the Debtors' insolvency proceeding to the detriment of the Debtors, their creditors, and their other stakeholders, including Settlement Class Members.

38. Second, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases solely for settlement purposes will not prejudice members of the Settlement Class. If the incorporation of Rule 7023 is not allowed, the vast majority of Settlement Class Members

will be prejudiced because their rights to assert claims against the Debtors will be put at risk. The Claims Procedure Order set a bar date of October 31, 2012 for the filing of proofs of claim against the Debtors and their officers, directors, and trustees. Although paragraph 31 of the Claims Procedure Order permitted Settlement Class Members to file individual proofs of claim, the Monitor did not receive a single proof of claim from any such person. As a result, Settlement Class Members who might have relied on the right of Class Counsel to file the Indirect Purchaser Claim under the Claims Procedure Order would be prejudiced if Rule 7023 is not incorporated because they are now enjoined from asserting individual claims against the Debtors, absent further order of the Canadian Court.

39. Third, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases for settlement purposes promotes the efficient administration of the Debtors' cross-border insolvency proceedings. Application of Bankruptcy Rule 7023 will ensure that the Debtors and each of their stakeholders, including Settlement Class Members, will be able to meaningfully participate on a collective basis in the resolution of the Indirect Purchaser Claim.

40. Fourth, as will be discussed in more detail below, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases for settlement purposes is warranted because the Named Plaintiffs and Class Counsel have acted in the best interests of the Settlement Class during the course of the Canadian Proceeding and these Chapter 15 Cases.

41. Fifth, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases for settlement purposes is warranted because the MDL is stayed against the Debtors pursuant to the Recognition Order and section 362 of the Bankruptcy Code. Although Class Counsel could file a motion seeking relief from the stay to allow them to seek class certification in the MDL, such procedure would be more expensive and less efficient than the incorporation of Bankruptcy Rule 7023 for settlement purposes. Moreover, because the Settlement Agreement

represents the full and final resolution of the Indirect Purchaser Claim, which was filed in accordance with the Claims Procedure Order and the Claims Procedure Recognition Order, approval of the Settlement Agreement in this Court is appropriate.

42. Sixth, and finally, incorporation of Bankruptcy Rule 7023 into the Debtors' Chapter 15 Cases for settlement purposes is warranted because the Motion could not functionally have been filed until the Settlement Parties reached an agreement resolving the Indirect Purchaser Claim.

43. For the foregoing reasons, the Settlement Parties respectfully request that this Court incorporate solely for settlement purposes, pursuant to section 1521(a)(7) of the Bankruptcy Code, Bankruptcy Rule 7023 to the Debtors' Chapter 15 Cases to facilitate the administration of the Debtors' cross-border insolvency proceedings and the consummation of the Settlement Agreement.

B. *Step 2 – Application of Rule 7023 to the Settlement Agreement*

44. In the present matter, the decision as to whether Bankruptcy Rule 7023 should be made applicable to the Indirect Purchaser Claim is not at issue in this Motion. As previously noted, paragraph 30 of the Claims Procedure Order specifically allowed Class Counsel to file a class claim in respect of the "Claims of the Indirect Purchaser Claimants." (Claims Procedure Order, ¶ 30.). Thus, the Canadian Court has ordered, and this Court has recognized, the ability of Class Counsel to file a class claim.

45. By this Motion, the Settlement Parties seek certification of the following class for settlement purposes:

> All purchasers of packaged ice (a) who purchased packaged ice in the Claims States[7] indirectly from any of the defendants in the

[7] "Claims States" means the following sixteen (16) states: (a) Arizona; (b) California; (c) Iowa; (d) Kansas; (e) Maine; (f) Massachusetts; (g) Michigan; (h) Minnesota; (i) Mississippi; (j) Nebraska; (k) Nevada; (l) New Mexico; (m) New York; (n) North Carolina; (o) Tennessee; and (p) Wisconsin.

> MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period,[8] and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Debtors or their former employees in the MDL.
>
> Excluded from the Settlement Class are any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.

46. As stated by the Supreme Court, "[a] party seeking class certification must affirmatively demonstrate his compliance with [Bankruptcy Rule 7023]." Wal-Mart Stores, Inc. v. Dukes, 131 S. Ct. 2541, 2551 (2011). First, pursuant to Bankruptcy Rule 7023(a), the Court must be satisfied that:

> (1) the Class is so numerous that joinder of all members is impracticable [numerosity]; (2) there are questions of law or fact common to the Class [commonality]; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the Class [typicality]; and (4) the representative parties will fairly and adequately protect the interests of the Class [adequacy].

In re Constar Int'l Inc. Secs. Litig., 585 F.3d 774, 780 (3d Cir. 2009) (affirming district court's grant of class certification); Fed. R. Bankr. P. 7023(a). If all four requirements of Bankruptcy Rule 2370(a) are met, the party seeking class certification must then satisfy at least one of the requirements of Bankruptcy Rule 7023(b). Id.; see also Hassine v. Jeffes, 846 F.2d 169, 176 n.4 (3d Cir. 1988).

i. The Numerosity Requirement is Satisfied

47. Bankruptcy Rule 7023(a)'s numerosity requirement is easily met. While there is no definitive numerical requirement, "numbers in excess of forty, particularly those exceeding one hundred or one thousand have sustained the requirement." Weiss v. York Hosp.,

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[8] "Settlement Class Period" means the period of time from January 1, 2001 through and including March 6, 2008.

745 F.2d 786, 808 n.5 (3d Cir. 1984) cert. denied 470 U.S. 1060 (1985). The Settlement Parties believe that the Settlement Class as defined contains members whose numbers are well in excess of any minimum threshold that could reasonably be imposed by this Court and who currently are geographically dispersed in sixteen (16) or more states. Thus, the Settlement Parties respectfully represent that the numerosity requirement is satisfied.

ii. The Commonality Requirement is Satisfied

48. The commonality requirement is also readily satisfied. Bankruptcy Rule 7023(a)(2) requires that there be "questions of law or fact common to the class." Fed. R. Bankr. P. 7023(a)(2). The commonality requirement is met if the plaintiffs' grievances "share at least one question of fact or law with the grievances of the prospective class. Because the requirement may be satisfied by a single common issue, it is easily met" Baby Neal v. Casey, 43 F.3d 48, 56 (3d Cir. 1994). A party is entitled to certification where the class claims arise "from a common nucleus of operative facts regardless of whether the underlying facts fluctuate over the class period and vary as to individual claimants." In re Asbestos Sch. Litig., 104 F.R.D. 422, 429 (E.D. Pa. 1984) (internal quotation omitted) amended by 107 F.R.D. 215 (E.D. Pa. 1985). A single common question is sufficient to satisfy the requirements of Bankruptcy Rule 7023(a)(2). See H. Newberg & A. Cone, 1 Newberg on Class Actions § 3.10, at 3-50 (1992); see also Baby Neal, 43 F.3d at 56.

49. In the present case, each Settlement Class Member avers injury based upon the same questions of law and fact: whether (a) the Debtors conspired to allocate territories and customers; (b) such alleged conduct caused packaged ice prices to be higher than they would have been absent such alleged conspiracy; and (c) such alleged conspiracy caused injury to the members of the putative class. Indeed, courts have often found Rule 23(a)(2) met for nationwide consumer class action settlements or litigations. See, e.g., In re Warfarin Sodium Antitrust

Litig., 391 F.3d 516, 530 (3d Cir. 2004) (affirming approval of nationwide antitrust indirect purchaser settlement); Sullivan v. DB Invs., Inc., 667 F.3d 273, 297 (3d Cir. 2011) (same), cert. denied, 132 S.Ct. 1876 (2012); In re Terazosin Hydrochloride Antitrust Litig., 220 F.R.D. 672, 695 (S.D. Fla.2004) (certifying litigation class). Thus, the Settlement Parties respectfully represent that the commonality requirement is satisfied.

iii. The Typicality Requirement is Satisfied

50. The Named Plaintiffs' claims are typical of the class members they seek to represent because pursuing named plaintiffs' own legal interests will benefit the class members identical interests. Bankruptcy Rule 7023(a)(3) requires that the representative plaintiffs' claims be "typical" of those other class members. Fed. R. Bankr. P. 7023(a)(3). A class representative's claims are typical of those class members if they "arise from the same alleged wrongful conduct" and are based upon "the same general legal theories." Warfarin Sodium, 391 F.3d at 532; Stewart v. Abraham, 275 F.3d 220, 227 (3d Cir. 2001) ("The typicality inquiry centers on whether the interests of the named plaintiffs align with the interests of the absent members.") cert. denied 536 U.S. 958 (2002). Similarly, "[f]actual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that gives rise to the claims of the class members, and if it is based on the same legal theory." Baby Neal, 43 F.3d at 58; Hoxworth v. Blinder, Robinson & Co., 980 F.2d 912, 923 (3d Cir. 1992) (same).

51. The Named Plaintiffs' claims are prototypical of the class they seek to represent. The Named Plaintiffs bring claims on behalf of the proposed class that "arise from the same alleged wrongful conduct" and are based upon "the same general legal theories." Warfarin Sodium, 391 F.3d at 532. Further, the Named Plaintiffs "have the same incentive to prove all the elements of the cause of action which would be presented by the individual members of the class were they initiating individualized actions." Dietrich v. Bauer, 192 F.R.D. 119, 124 (S.D.N.Y.

2000). That is because, in prosecuting and proving their own claims for antitrust violations against the Debtors, the Named Plaintiffs would necessarily be establishing the claims of the proposed Settlement Class. See Weiss, 745 F.2d at 809-10 (typicality is demonstrated where the plaintiff can show that the issues of law or fact that he has in "common with the class occupy 'the same degree of centrality' to his or her claims as to those of the unnamed class members."). Moreover, the Debtors have asserted no affirmative defenses that are unique to either the Named Plaintiffs or the individual members of the Settlement Class. Thus, the Settlement Parties respectfully represent that the typicality requirement is satisfied.

iv. The Adequacy Requirement is Satisfied

52. That the class representatives will "fairly and adequately protect the interests of the class" cannot be seriously questioned. To satisfy Bankruptcy Rule 7023(a)'s adequacy requirement in the Third Circuit, the party seeking class certification must establish two elements, namely that: "(a) the plaintiff's attorney must be qualified, experienced and generally able to conduct the proposed litigation, and (b) the plaintiff must not have interests antagonistic to those of the class." Wetzel v. Liberty Mut. Ins. Co., 508 F.2d 239, 247 (3d Cir. 1975) cert. denied 421 U.S. 1011 (1975); Hoxworth, 980 F.2d 912.

53. The MDL Court recognized Class Counsel's expertise when it appointed it as interim lead counsel:

> Matthew Wild is an experienced antitrust practitioner, having litigated, on the defense side, many antitrust class action cases, including indirect purchaser lawsuits. . . . Max Wild is a former Assistant United States Attorney and former trial attorney for the Department of Justice. As a trial attorney, Mr. Wild has tried a number of antitrust cases. This breadth of antitrust and trial experience establishes that . . . the experience necessary to litigate this complex class action on behalf of the indirect purchaser class.

In re Packaged Ice Litig., No. 08-MD-01952, 2009 WL 1518428 at *3 (E.D. Mich. June 1, 2009).

54. Since their appointment, Class Counsel has vigorously prosecuted the Settlement Class' case. They have devoted thousands of hours and litigated against one or more of the Defendants on substantive issues in five different courts. They have, *inter alia*, litigated numerous motions; reviewed the documents produced in connection with, and the transcript of, Keith Corbin's deposition — the only deposition permitted to date; reviewed all publicly available information about the investigation and the Defendants (including statements from the state attorneys general and Department of Justice concerning the scope of the investigation); coordinated with the lawyer for the two government informants (Martin McNulty and Gary Mowery) in the criminal cases and learned what they have to say; consulted with a leading economist; analyzed information provided voluntarily by another Defendant; and conducted their own independent (confidential) factual investigation.

55. In addition, Class Counsel has been an active and vigorous participant in the Debtors' cross-border insolvency proceedings. Class Counsel agreed to participate in a voluntary mediation with respect to the Indirect Purchaser Claim. Class Counsel negotiated the terms of the Claims Procedure Order allowing the filing of the Indirect Purchaser Claim on a class basis and entered into the Discovery Stipulation with the Monitor and the Debtors. Additionally, Class Counsel worked closely with the Monitor and the Debtors to select and appoint the Special Claims Officer.

56. With regard to the second prong of the Bankruptcy Rule 7023(a)(4) analysis, the Named Plaintiffs have no interests antagonistic to those of the Settlement Class. In determining whether a conflict of interest exists, the same analysis can be employed as for the typicality requirement pursuant to Rule 23(a)(3). See Beck v. Maximus, Inc., 457 F.3d 291, 296

(3d Cir. 2006) (noting that "the typicality and adequacy inquiries often 'tend[] to merge'" and that "certain questions . . . are relevant under both."). Because the Named Plaintiffs' claims are "typical" of the Settlement Class, the Named Plaintiffs are in the best position to pursue the class claims.

57. For the foregoing reasons, the Settlement Parties represent that the adequacy requirement is satisfied.

v. Bankruptcy Rule 7023(b)(3) is Satisfied

58. Bankruptcy Rule 7023(b)(3) permits class certification where "the court finds that questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly adjudicating the controversy." Fed. R. Bankr. P. 7023(b)(3). As noted above, it is clear that common questions of law and fact predominate over any individual issues. It is also clear that settlement of the Indirect Purchaser Claim in the manner contemplated by the Settlement Agreement is superior to other available methods of resolving the claims of the Settlement Class.

59. The Settlement Class and the claims alleged satisfy Bankruptcy Rule 7023(b)(3)'s predominance requirement because "issues common to the class . . . predominate over individual issues." Krell v. Prudential Ins. Co. (In re Prudential Ins. Co. Am. Sales Practice Litig.), 148 F.3d 283, 313-14 (3d Cir. 1998) cert. denied 525 U.S. 1114 (1999). Predominance "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 623 (1997). Here, issues common to the class predominate over individual issues because all of the Settlement Class Members' claims revolve around a central legal issue subject to class-wide proof: whether the Debtors' alleged antitrust violations resulted in higher prices for packaged ice, and the settlement

obviates the need to determine whether other issues exist for which individual issues might predominate.

60. Resolution of the Indirect Purchaser Claim on a class-wide basis is the superior method for resolving such claim. The superiority inquiry requires the Court to "balance, in terms of fairness and efficiency, the merits of a class action against those of alternative methods of adjudication." In re Cmty. Bank of N. Va., 418 F.3d 277, 309 (3d Cir. 2005) (internal quotations omitted). As described above, fairness and efficiency favors resolution of the Indirect Purchaser Claim by the Settlement Agreement because the procedures attendant to approval of the Settlement Agreement by this Court will ensure that all members of the Settlement Class have a full and fair opportunity to be heard and adequately represented in a centralized forum. Moreover, if the Settlement Class is not certified, a substantial portion of Proposed Class members' claims will go unvindicated. For example, the Settlement Class certainly includes those whose claims are small and, as such, do not provide for sufficient incentive for certain individuals to bring an action. Moreover, the cost of individual litigation is likely to deter individual litigation. Class actions have been found superior where, as here, in the absence of a class action, potential class members could be deprived of any legal redress. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797 (1985).

61. Finally, the four factors identified in Bankruptcy Rule 7023(b)(3) weigh heavily in favor of a superiority determination in this case. Besides the MDL, there is no other lawsuit pending against the Debtors concerning alleged antitrust violations and no other claim was filed in the Claims Process by an indirect purchaser of packaged ice. The absence of other similar pending lawsuits and proofs of claim suggests that indirect purchasers of packaged ice are unable to pursue such claims due to the concerns listed above. Additionally, it suggests that Settlement Class Members trust the Named Plaintiffs to represent them and that Settlement Class

Members have a lack of interest in controlling the prosecution or defense of separate actions. Moreover, as a class action, this case presents no significant manageability difficulties particularly because common questions subject to common proof predominate and the class is reasonably circumscribed. A class-wide settlement is also beneficial to the Debtors in that it provides them with the opportunity to resolve the claims of the Settlement Class in a single forum and reduces overall litigation and administrative costs.

62. Thus, because common issues of law and fact predominate and because a class-wide settlement is superior to alternative procedures, the Settlement Parties request that this Court find that the Settlement Class satisfies the requirements of Bankruptcy Rule 7023(b)(3).

vi. Class Counsel Should be Appointed Pursuant to Bankruptcy Rule 7023(g)

63. When considering the appointment of class counsel, Bankruptcy Rule 7023(g) requires a court examine: (1) "the work counsel has done in identifying or investigating the potential claims"; (2) "counsel's experience handling class actions, other complex litigation, and the types of claims asserted in the action"; (3) "counsel's knowledge of the applicable law"; and (4) "the resources that counsel will commit to representing the class." Fed. R. Bank. P. 7023(g)(A)(i-iv). For the reasons set forth above in relation to Bankruptcy Rule 7023(a)(4), the Settlement Parties respectfully submit that Class Counsel should be appointed as class counsel.

vii. The Notice Program is Sufficient Pursuant to Bankruptcy Rules 7023(c) and (e)

64. Pursuant to Bankruptcy Rule 7023(e)(1) and (2), this Court may only approve the Settlement Agreement after reasonable notice is directed to all class members who would be bound by the proposal and after a hearing and on finding that the Settlement Agreement is fair, reasonable, and adequate. See Fed. R. Bankr. P. 7023(e)(1) & (2). The sufficiency of notice of Bankruptcy Rule 7023 has three components: form, manner, and timing.

65. As to the form of notice, Bankruptcy Rule 7023(c)(2)(B) provides that, for any class certified under Bankruptcy Rule 7023(b)(3), notice must clearly and concisely state "(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under [Bankruptcy] Rule [70]23(c)(3)." Annexed to the Preliminary Approval Order as Exhibits C and D are copies of the Preliminary Approval Notice and the Long Form Notice, respectively. Both notices describe the nature of the action, define the Settlement Class, describe the general terms of the settlement, direct potential Settlement Class Members to websites containing detailed information and pleadings, inform potential Settlement Class Members of their right to object and be heard at the fairness hearing and of their right to exclude themselves from the Settlement Class, and provide notice with regard to the binding nature of the Settlement Agreement. As such, the Settlement Parties respectfully request that this Court approve the Preliminary Approval Notice and the Long Form Notice.

66. As to the manner of notice, Bankruptcy Rule 7023(e)(1) requires the Court "to direct notice in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Bankr. P. 7023(e). The manner of providing notice has to be "reasonably calculated to reach the unnamed class members." Gooch v. Life Investors Ins. Co. of Am., Nos., 10-5003, 10-5723, 2012 WL 410926 at *12 (6th Cir. Feb. 10, 2012). In applying this principle, Judge Posner explained that:

> [w]hen individual notice is infeasible, notice by publication in a newspaper of national circulation . . . is an acceptable substitute. Something is better than nothing. But in this age of electronic communications, newspaper notice alone is not always an adequate alternative to individual notice. The World Wide Web is an

> increasingly important method of communication, and, of particular pertinence here, an increasingly important substitute for newspapers.

Mirfasihi v. Fleet Mortg. Corp., 356 F.3d 781, 786 (7th Cir. 2004).

67. Here, individual notice of the Final Hearing and opt-out procedures to all indirect purchasers of the Defendant's packaged ice is infeasible. Accordingly, the Settlement Parties have agreed to a notice plan that is reasonable under the circumstances and that is reasonably calculated to reach as many potential Settlement Class Members as possible. Within three (3) business days after the entry of the Preliminary Approval Order, the Settlement Parties shall: (a) post the Preliminary Approval Notice and Long Form Notice on the respective websites of the Monitor, the Claims Administrator, and the Debtors' noticing agent; (b) serve the Preliminary Approval Notice via first-class mail on (i) the Office of the United States Trustee for the District of Delaware, (ii) certain parties to the MDL identified by Class Counsel, (iii) all persons entitled to receive notice pursuant to this Court's *Order Scheduling Hearing and Specifying Form and Manner of Service of Notice* [Docket No. 30] (the "Form and Manner Order") and Bankruptcy Rule 2002, (iv) the U.S. Attorney's Office for the District of Delaware, (v) the clerk of the MDL Court, and (vi) the attorneys general of all fifty (50) states; and (c) file the Preliminary Approval Notice on the docket of the MDL for service through the MDL's electronic case filing system (ECF).

68. In the interest of ensuring that a sufficient number of potential members of the Settlement Class receive notice of the Final Hearing and their opt-out rights, and in light of the scope of the Settlement Class, the Settlement Parties have determined that it is prudent and in the best interests of the Debtors and all of their creditors and stakeholders to give additional notice by publication. Thus, in accordance with Bankruptcy Rule 7023(e)(1) within ten (10) calendar days after the Preliminary Approval Order becomes a Final Order, the Settlement

Parties shall (a) publish the Preliminary Approval Notice in *USA Today*; and (b) commit to publish the Preliminary Approval Notice in *Parade*, which such publication to occur no later than thirty (30) calendar days after the Preliminary Approval Order becomes a Final Order.

69. By publishing the Preliminary Approval Notice in both *Parade* and *USA Today*, the Preliminary Approval Notice will appear in approximately 640 newspapers throughout the country with an aggregate circulation of close to 34,000,000 copies and will be expected to reach more than 58,600,000 readers.

70. Due to its circulation numbers, *Parade* is a commonly used publication for providing notice of class action settlements. However, *Parade's* publication schedule requires final proofs and non-refundable payment no less than twenty-seven (27) days prior to publication. Based upon estimates provided by the Claims Administrator, publication of the Preliminary Approval Notice in *Parade* will cost approximately $310,000. Given *Parade*'s publication schedule, the Monitor (after consultation with the Debtors and Class Counsel) has determined to wait until it is satisfied that it will not be required to re-publish notice before committing to publication in *Parade*. As described below, the Settlement Parties believe this timing is reasonable considering the special facts and circumstances surrounding the Canadian Proceeding and the Chapter 15 Cases.

71. As to timing, the Settlement Parties are requesting this Court schedule February 27, 2014 at 10:00 a.m. (prevailing Eastern Time) to conduct the Final Hearing. In addition, provided that Class Counsel timely files its motion seeking awards of Attorneys' Fees, Attorneys' Costs, and Incentive Awards, the Settlement Parties request that such hearing be conducted at the same time as the Final Hearing. Under the anticipated timeframe, potential members of the Settlement Class will have **no less than** (a) ninety-eight (98) days' notice of the Final Hearing through hard-copy mailing, website publication, and the MDL docket; (b) seventy-

seven (77) days' notice of the Final Hearing through publication in *USA Today* (assuming the Preliminary Approval Order is not appealed); and (c) fifty-four (54) days' notice of the Final Hearing through publication in *Parade* (assuming the Preliminary Approval Order is not appealed). Finally, the efforts undertaken by the Settlement Parties to resolve the issues raised by the Indirect Purchaser Claim have been well-publicized in various pleadings and court reports previously filed in the Canadian Proceeding and these Chapter 15 Cases. Under the circumstances, the Settlement Parties request that this Court find that the notice program is sufficient under applicable Bankruptcy Rules and the minimum due process requirements of the Constitution of the United States.

viii. The Opt-Out Procedures are Fair and Reasonable

72. The Settlement Agreement provides that any member of the Settlement Class may exclude himself from the Settlement Class by submitting a written request to the Claims Administrator. The Settlement parties wish to note for the Court that parties submitting Opt-Out Letters do so at their own risk and expense, including the risk that any claim that may be asserted by a party submitting a valid and timely Opt-Out Letter is already barred by the Claims Procedure Order and the Claims Procedure Recognition Order.

73. As noted above, the Preliminary Approval Notice and the Long Form Notice describe the procedures for the submission of Opt-Out Letters. In addition, the Preliminary Approval Notice and the Long Form Notice each indicate that parties submitting Opt-Out Letters do so at their own risk and expense, including the risk that any claim that may be asserted by a party submitting a valid and timely Opt-Out Letter is already barred by the Claims Procedure Order and the Claims Procedure Recognition Order. The Settlement Parties request that any member of the Settlement Class who wishes to opt out of the Proposed Settlement must do so in writing and that Opt-Out Letters must be submitted to the Claims

Administrator so as to be actually received by the Claims Administrator on or before February 20, 2014 at 4:00 p.m.

ix. The Claim Form is Adequate

74. Annexed to the Preliminary Approval Order as Exhibit E is a copy of the Claim Form. The Settlement Parties, with the assistance of the Claims Administrator, have prepared the Claim Form based upon claim forms that have been approved in other settlements related to the MDL. The Claim Form will also serve as the Final Approval Notice and will be made available to members of the Settlement Class in a manner to be determined by the U.S. Approval Order, which the Settlement Parties will seek at the Final Hearing. As such, the Settlement Parties request that this Court approve the Claim Form, but that the Settlement parties be authorized to make any changes to the Claim Form that may be required by the U.S. Approval Order or changes that are non-substantive prior to service of the Claim Form.

III. ENGAGEMENT OF THE CLAIMS ADMINISTRATOR

75. By this Motion, the Settlement Parties request that this Court approve the Monitor's engagement of the Claims Administrator pursuant to sections 1521 and 363(b) of the Bankruptcy Code. While the Settlement Parties believe that the Monitor's engagement of the Claims Administrator is an authorized disbursement of the Monitor in accordance with the Canadian Court's Initial Order, the Settlement Parties felt it was appropriate to seek this Court's independent approval of such engagement. Annexed to the Preliminary Approval Order as Exhibit F is a copy of the *Services Agreement*, by and between UpShot Services LLC ("UpShot") and the Monitor, dated October 11, 2013 (the "Engagement Letter").

76. In connection with the claims process contemplated by the Settlement Agreement, the Monitor sought three proposals from firms that provide claims administration services. After discussions and negotiations with the potential claims administrators, as well as

consultation with the Debtors and Class Counsel, the Monitor selected UpShot to serve as Claims Administrator. As evidenced by the Engagement Letter, UpShot's capped proposal in respect of its fees and expenses represented the lowest and best proposal to perform the role of Claims Administrator under the Settlement Agreement and provides the Monitor with sufficient certainty that the Notice and Administration Costs will not exceed a capped amount. Not only was UpShot's proposal capped in terms of total cost, it, unlike one of the other proposals, did not include a minimum "start-up" fee. Further, UpShot's personnel are familiar with the Debtors' insolvency proceedings and the Settlement Parties are of the view that UpShot will perform the duties required by the Settlement Agreement in a cost-effective and efficient manner.

A. *Scope of Services*

77. Pursuant to the Engagement Letter and the Settlement Agreement, UpShot will perform the duties of, among other things: (a) arranging for publication of the Preliminary Approval Notice and Final Approval Notice; (b) tracking returned Claim Forms and Opt-Out Letters and providing periodic updates to the Settlement Parties; (c) notifying the Settlement Parties of determinations regarding submitted Claim Forms and Opt-Out Letters consistent with the Settlement Agreement; (d) issuing any required tax paperwork; (e) making final determination as to the allowability of Claim Forms; (f) maintaining a toll-free hotline and website to provide information to potential members of the Settlement Class, and (g) performing such other duties as may be requested by the Monitor and/or ordered by this Court.

B. *Compensation*

78. UpShot's compensation is a Notice and Administration Cost and shall be paid by the Monitor from the Maximum Settlement Amount. The principal terms of UpShot's engagement are as follows:

a. **Compensation and Expense Reimbursement.** For services performed within the scope of the Engagement Letter, UpShot shall be compensated and shall have its expenses reimbursed (with the exception of hard-copy noticing) by the Monitor based upon the total number of Claim Forms filed with UpShot. The total claims processing fees and expenses are capped at $182,000, regardless of the volume of Claim Forms received. For services requested by the Monitor or ordered by the Court that are outside the scope of the Engagement Letter, UpShot shall be compensated pursuant to its current hourly billing rates, which range from $195 per hour for "Directors" to $45 dollars per hour for "Processors."

b. **Hard-Copy Noticing.** The Monitor shall compensate UpShot $1.25 per notice for domestic mailing and $2.00 per notice for international mailing.

C. *Basis for Relief*

79. The Monitor requests authority to retain UpShot under the terms of the Engagement Letter pursuant to sections 1521 and 363 of the Bankruptcy Code. Section 1521(a)(7) of the Bankruptcy Code authorizes the Court to grant to the Monitor "any additional relief that may be available to a trustee," subject to certain exceptions not applicable here. Section 363 of the Bankruptcy Code, made applicable to these Chapter 15 Cases through section 1521(a)(7) and section 1520(a)(1), provides in pertinent part: "[t]he trustee, after notice and a hearing, may, use, sell, or lease, other than in the ordinary course of business property of the estate." 11 U.S.C. § 363(b). Courts interpreting section 363(b) have held that transactions should be approved pursuant to this provision when, as here, they are supported by sound business judgment. See, e.g., Meyers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996) (citing Fulton State Bankr. v. Schipper (In re Schipper), 933 F.2d 513, 515 (7th Cir. 1991)); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063 (2d Cir. 1983); In re Del. & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit has adopted the "sound business purpose" test for section 363(b)).

80. The Monitor has determined, in the exercise of its sound business judgment, that the fee structure set forth in the Engagement Letter appropriately reflects the

nature of services to be provided by UpShot, contains reasonable terms and conditions for such engagement, and should be approved under section 363 of the Bankruptcy Code.

NOTICE

81. Notice of this Motion will be provided to (a) all persons to whom notice is required pursuant to this Court's *Order Scheduling Hearing and Specifying Form and Manner of Service of Notice* [Docket No. 30], (b) the Named Plaintiffs, and (c) certain parties to the MDL who have been identified by Class Counsel. In light of the nature of the relief requested herein, the Settlement Parties submit that no other or further notice of this Motion is necessary or required.

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CONCLUSION

WHEREFORE, the Settlement Parties respectfully request that this Court enter the Preliminary Approval Order, in substantially the form annexed hereto as Exhibit A, granting the relief requested herein and other and further relief as this Court deems just and proper.

Dated: Wilmington, Delaware
October 28, 2013

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Foreign Representative

Dated: Wilmington, Delaware
October 28, 2013

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Dated: Wilmington, Delaware
October 28, 2013

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Co-Counsel to the Settlement Class

EXHIBIT A

Preliminary Approval Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
ARCTIC GLACIER INTERNATIONAL INC., *et al.*,[1]	:	Case No. 12-10605 (KG)
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	
	:	**Ref. Docket Nos.** _____

ORDER PURSUANT TO SECTIONS 105(a), 363(b), 1501, 1507, 1520, AND 1521 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, 7023, 9014, AND 9019 RECOGNIZING AND ENFORCING THE CANADIAN APPROVAL ORDER AND GRANTING CERTAIN PRELIMINARY APPROVALS IN CONNECTION WITH THE AGREEMENT SETTLING THE CLAIMS OF INDIRECT PURCHASERS

Upon consideration of the joint motion (the "Motion"), dated October 28, 2013, of Wild Law Group PLLC ("Class Counsel"), in its capacity as interim counsel to the class of indirect purchasers certified for settlement purposes, Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") of the above-captioned debtors (collectively, the "Debtors") in the proceeding (the "Canadian Proceeding") commenced under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and pending before the Court of Queen's Bench Winnipeg Centre (the

[1] The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Arctic Glacier California Inc. (7645); (ii) Arctic Glacier Grayling Inc. (0976); (iii) Arctic Glacier Inc. (4125); (iv) Arctic Glacier Income Fund (4736); (v) Arctic Glacier International Inc. (9353); (vi) Arctic Glacier Lansing Inc. (1769); (vii) Arctic Glacier Michigan Inc. (0975); (viii) Arctic Glacier Minnesota Inc. (2310); (ix) Arctic Glacier Nebraska Inc. (7790); (x) Arctic Glacier New York Inc. (2468); (xi) Arctic Glacier Newburgh Inc. (7431); (xii) Arctic Glacier Oregon, Inc. (4484); (xiii) Arctic Glacier Party Time Inc. (0977); (xiv) Arctic Glacier Pennsylvania Inc. (9475); (xv) Arctic Glacier Rochester Inc. (6989); (xvi) Arctic Glacier Services Inc. (6657); (xvii) Arctic Glacier Texas Inc. (3251); (xviii) Arctic Glacier Vernon Inc. (3211); (xix) Arctic Glacier Wisconsin Inc. (5835); (xx) Diamond Ice Cube Company Inc. (7146); (xxi) Diamond Newport Corporation (4811); (xxii) Glacier Ice Company, Inc. (4320); (xxiii) Ice Perfection Systems Inc. (7093); (xxiv) ICEsurance Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowlton Enterprises Inc. (8701); (xxvii) Mountain Water Ice Company (2777); (xxviii) R&K Trucking, Inc. (6931); (xxix) Winkler Lucas Ice and Fuel Company (0049); (xxx) Wonderland Ice, Inc. (8662). The Debtors' executive headquarters is located at 625 Henry Avenue, Winnipeg, Manitoba, R3A 0V1, Canada.

"Canadian Court"), and the Debtors for entry of an order, pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 7023, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (a) recognizing and enforcing that certain *Order* that was entered by the Canadian Court on October 16, 2013 in the Canadian Proceeding (the "Canadian Approval Order"),[2] (b) incorporating Bankruptcy Rule 7023 into the Debtors' chapter 15 cases (the "Chapter 15 Cases") so that the agreement (the "Proposed Settlement") embodied by the settlement agreement entered into as of October 22, 2013 individually and on behalf of the (i) the Settlement Class; (ii) the Debtors; and (iii) the Monitor (the "Settlement Agreement")[3] may be considered by this Court; (c) certifying the Settlement Class as a conditional settlement class; (d) approving the Named Plaintiffs as class representatives; (e) approving Class Counsel as counsel for the Settlement Class; (f) scheduling a hearing (the "Final Hearing") to consider (i) whether the Proposed Settlement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the Settlement Agreement; (g) approving the procedures for submission of written requests to opt-out or exclude oneself from the Proposed Settlement ("Opt-Out Letters") and/or objections ("Objections") to the Settlement Agreement; (h) approving the Preliminary Approval Notice[4] (as defined in section 2.50 of the Settlement Agreement) as well as the manner of service and publication of the Preliminary Approval Notice; (i) approving the form of notice substantially in the form attached hereto as Exhibit D (the "Long Form Notice"); (j) approving the claim form substantially in the form attached hereto as Exhibit E (the "Claim Form"); and

---

2 The Canadian Approval Order is attached hereto as Exhibit A.

3 The Settlement Agreement (without exhibits) is attached hereto as Exhibit B. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Settlement Agreement.

4 The Preliminary Approval Notice is attached hereto as Exhibit C.

(k) approving the engagement of the Claims Administrator; and this Court having previously entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], the *Order Recognizing and Enforcing Claims Procedure Order of the Canadian Court* [Docket No. 166], and the *Order Approving Stipulation By and Between the Monitor, the Debtors and Wild Law Group Granting Partial and Limited Relief from the Automatic Stay to Proceed with Certain Discovery* [Docket No. 220] (the "Stay Relief Order"); and upon the *Thirteenth Report of the Monitor* [Docket No. 246] (the "Thirteenth Monitor's Report") and the *Declaration of Matthew S. Wild* [Docket No. ___] (the "Wild Declaration"); and this Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at a hearing before this Court (the "Preliminary Approval Hearing"); and upon the record of the Preliminary Approval Hearing and these Chapter 15 Cases, and after due deliberation thereon, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Canadian Court has duly entered the Canadian Approval Order: (i) granting the Chief Process Supervisor, on behalf of the Debtors, and the Monitor the authority to enter into the Settlement Agreement subject to this Court's approval, (ii) granting the Class Counsel Charge, (iii) providing for other relief to facilitate the implementation of the Proposed Settlement, and (iv) requesting aid and recognition from this Court to give effect to the Canadian Approval Order.

B. This Court has jurisdiction and authority to hear and determine the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b) and, to the extent applicable, the Settlement Parties consented to the Court hearing, determining, and entering appropriate orders and judgments regarding the relief sought in the Motion pursuant to 28 U.S.C. § 157(c)(2).

C. Venue of the Chapter 15 Cases and the Motion in this Court and this district is proper under 28 U.S.C. § 1410.

D. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

E. The incorporation of Bankruptcy Rule 7023 into these Chapter 15 Cases, pursuant to section 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rule 9014, is justified under the circumstances of the Chapter 15 Cases, solely in connection with the Motion.

F. The Settlement Class is (i) so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims and defenses of the Named Plaintiffs are typical of the claims and defenses of the Settlement Class; and (iv) the Named Plaintiffs have and will fairly and adequately protect the interests of the Settlement Class.

G. The Court finds that the questions of law and fact common to the Settlement Class predominate over any questions that affect members of the Settlement Class individually. In addition, the Court finds that a class action is superior to other available methods for fairly and efficiently adjudicating the issues underlying the MDL.

H. Based on information contained in the Thirteenth Monitor's Report, the Wild Declaration, and evidence provided at the Preliminary Approval Hearing, the Proposed Settlement, as set forth in the Settlement Agreement, and subject to a final determination following the Final Hearing after notice has been provided to the proposed Settlement Class, is

sufficiently fair, reasonable, and adequate to approve the notice provided to the Settlement Class and hold the Final Hearing.

I. Publication of the Preliminary Approval Notice in *USA Today* and *Parade Magazine*, service through ECF (as defined below) filing in the MDL of the Preliminary Approval Notice on all Settlement Class members known to Class Counsel, and maintenance of a website by the Claims Administrator where the materials related to the Settlement Agreement shall be available (in addition to the websites of Class Counsel and the Monitor where those materials shall also be available) constitute the best notice practicable under the circumstances, as well as valid, due, and sufficient notice to all persons entitled thereto. The Preliminary Approval Notice and the Long Form Notice comply fully with the requirements of Bankruptcy Rule 7023 and the minimum due process requirements of the Constitution of the United States.

J. Based on the affidavits of service filed with, and representations made to, this Court: (i) notice of the Motion and the Preliminary Approval Hearing was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and these proceedings, and complied with the various applicable requirements of the Bankruptcy Code and the Bankruptcy Rules; and (ii) no other or further notice of the Motion or the Preliminary Approval Hearing is necessary or shall be required.

K. This Preliminary Approval Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

L. All findings of fact and conclusions of law announced by this Court at the Preliminary Approval Hearing are incorporated herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. The Canadian Approval Order is recognized in full and given full force and effect in the United States.

3. Bankruptcy Rule 7023 is incorporated into the Chapter 15 Cases solely for the purpose of addressing the requirements of such rule in the context of whether this Court should approve the Settlement Class, the Named Plaintiffs, and Wild Law Group PLLC as Class Counsel and the Settlement Agreement.

4. Pursuant to Bankruptcy Rule 7023(b)(3), the Court certifies the Settlement Class as a conditional settlement class of:

> All purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Debtors or their former employees in the MDL.
>
> Excluded from the Settlement Class are any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.

5. The Named Plaintiffs are approved as the class representatives pursuant Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7023.

6. Wild Law Group PLLC is approved as Class Counsel for the Settlement Class for settlement purposes pursuant to Rule 23(g)(2) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7023.

7. The Court will hold the Final Hearing on February 27, 2014, at 10:00 a.m. (ET) to determine (i) the fairness, reasonableness, and adequacy of the Settlement Agreement with respect to the Settlement Class, (ii) the Attorneys' Fees and Attorneys' Costs of Class Counsel and Incentive Awards to the Named Plaintiffs and (iii) whether the Settlement Agreement should be approved.

8. Any Settlement Class member who follows the procedures set forth in the Preliminary Approval Notice may appear and be heard at the Final Hearing. The Final Hearing may be continued without further notice to the Settlement Class.

9. The procedures for opting-out or objecting to the Proposed Settlement, as set forth in the Settlement Agreement and herein, are approved.

10. Any member of the Settlement Class who wishes to opt-out of the Proposed Settlement must do so in writing. Opt-Out Letters must be submitted to the Claims Administrator at Arctic Glacier Settlement Processing Center, c/o UpShot Services LLC, 7808 Cherry Creek South Drive, Suite 112, Denver, CO 80231 so as to be actually received by the Claims Administrator on or before February 20, 2014 at 4:00 p.m. (ET). An Opt-Out Letter must provide the Settlement Class member's name, address, and email address.

11. Any member of the Settlement Class who wishes to object to the terms of the Settlement Agreement must do so in writing. Objections to the Settlement Agreement must be filed on or before February 20, 2014 at 4:00 p.m. (ET) (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, objections to the Settlement Agreement must be served so as to be actually received by the following parties on or before the Response Deadline: (i) Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Toronto, Ontario,

Canada M5J 2J1 (Attn: Richard Morawetz & Melanie MacKenzie); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman & Jeremy Dacks); (iii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, & Jeffrey Korn); (iv) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn); (iv) Jones Day, 77 West Wacker Drive, Suite 3500, Chicago, Illinois 60601 (Attn: Paula W. Render); (v) McCarthy Tétrault LLP, TD Bank Tower, Suite 5300, Box 48, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village, Suite M, Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); Wild Law Group PLLC, 319 N. Gratiot Avenue, Mt. Clemens, Michigan 48043 (Attn: John M. Perrin); and Cross & Simon, LLC, 913 North Market Street, 11th Floor, Wilmington, Delaware 19899-1380 (Attn: Christopher P. Simon).

12. The Preliminary Approval Notice, substantially in the form attached hereto as Exhibit C, is approved. The manner of service and publication of the Preliminary Approval Notice described in paragraphs 13 and 14 hereof satisfies the provisions of Bankruptcy Rule 7023(c)(2).

13. Within three (3) business days after the date hereof, the Settlement Parties shall: (a) post the Preliminary Approval Notice and Long Form Notice on the respective websites of the Monitor, the Claims Administrator, and the Debtors' noticing agent; (b) serve the Preliminary Approval Notice via first-class mail on (i) the Office of the United States Trustee for the District of Delaware, (ii) certain parties to the MDL identified by Class Counsel, (iii) all

persons entitled to receive notice pursuant to this Court's Form and Manner Order (as defined in the Motion) and Bankruptcy Rule 2002, (iv) the U.S. Attorney's Office for the District of Delaware, (v) the clerk of the MDL Court, and (vi) the attorneys general of all fifty (50) states; and (c) file the Preliminary Approval Notice on the docket of the MDL for service through the MDL's electronic case filing system (the "ECF").

14. No later than ten (10) calendar days after the date on which this Preliminary Approval Order becomes a Final Order: (a) the Preliminary Approval Notice shall be published in *USA Today*; and (b) the Monitor shall commit to publish the Preliminary Approval Notice in *Parade*, which such publication to occur no later than thirty (30) calendar days after the Preliminary Approval Order becomes a Final Order.

15. The Long Form Notice, substantially in the form attached hereto as Exhibit D, is approved. The Long Form Notice shall be available on the website maintained by the Claims Administrator and the websites of Class Counsel and the Monitor.

16. The Claim Form, substantially in the form attached hereto as Exhibit E, is approved.

17. Subject to the terms of the Engagement Letter attached hereto as Exhibit F, the engagement of the Claims Administrator is approved.

18. The Settlement Parties shall be authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the transactions contemplated by this Preliminary Approval Order.

19. The failure to include any particular provision of the Canadian Approval Order or the Settlement Agreement shall not diminish or impair the effectiveness of that

provision, it being the intent of this Court that the Canadian Approval Order and the Settlement Agreement be approved and authorized in their entirety.

20. To the extent there are any inconsistencies between this Preliminary Approval Order and the Settlement Agreement, this Preliminary Approval Order shall control.

21. The Settlement Parties are authorized to make nonsubstantive changes to the Preliminary Approval Notice, the Long Form Notice, and/or the Claim Form without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make any conforming changes prior to their distribution or publication.

22. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (a) the terms of this Preliminary Approval Order shall be immediately effective and enforceable upon its entry; and (b) the Debtors, the Monitor, and Class Counsel are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Preliminary Approval Order.

23. Other than as explicitly set forth herein, this Court shall retain jurisdiction with respect to any and all matters, claims, rights, or disputes arising from or related to the implementation or interpretation of this Preliminary Approval Order.

Dated: Wilmington, Delaware
_____, 2013

_____
THE HONORABLE KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Canadian Approval Order

File No. CI 12-01-76323

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF
A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., ARCTIC GLACIER INTERNATIONAL INC. and the ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A" HERETO

(collectively, the "APPLICANTS")

ORDER
(Indirect Purchase Claim Settlement)

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THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE	)	WEDNESDAY, THE 16th DAY
	)	
MADAM JUSTICE SPIVAK	)	OF OCTOBER, 2013.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., ARCTIC GLACIER INTERNATIONAL INC. and the ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A" HERETO

(collectively, the "APPLICANTS")

ORDER

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), for an order seeking certain relief in respect of the Indirect Purchaser Claim Settlement, was heard this day at the Law Courts Building at 408 York Avenue, in The City of Winnipeg, in the Province of Manitoba.

ON READING the Notice of Motion and the Thirteenth Report of the Monitor (the "**Thirteenth Report**"), and on hearing the submissions of counsel for the Monitor, counsel for the Applicants and Glacier Valley Ice Company, L.P. (California) (together, "**Arctic Glacier**" or the "**Arctic Glacier Parties**"), counsel for Trustees of Arctic Glacier Income Fund, counsel for Desert Mountain Ice LLC and Peggy Johnson, counsel for Robert Nagy and Keith Burrows, counsel for the Purchasers, Arctic Glacier LLC, Arctic Glacier Canada Inc., and Arctic Glacier USA Inc., counsel for certain of the Management Claimants and Canadian Counsel to

Wild Law Group, Canadian counsel to US Indirect Purchaser Class Action Plaintiff, and also appearing the Chief Process Supervisor and representatives of Indaba Capital Management LLC, Fulcra Asset Management Inc. and Stoneline, no one appearing for any other party although duly served as appears from the affidavit of service, filed:

DEFINED TERMS

1. THIS COURT ORDERS that all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Thirteenth Report.

SERVICE

2. THIS COURT ORDERS that the time for service of the Notice of Motion and the supporting materials is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

INDIRECT PURCHASER CLAIM SETTLEMENT

3. THIS COURT AUTHORIZES 7088418 Canada Inc. o/a Grandview Advisors, in its capacity as Chief Process Supervisor, on behalf of AGIF, AGI and AGII, and the Monitor, to enter into a settlement agreement, substantially in the form attached as Appendix "E" to the Thirteenth Report, to settle the Indirect Purchaser Claim, which settlement (the "**IPC Settlement**") shall be subject to approval by the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**").

4. THIS COURT ORDERS that, should approval of the IPC Settlement by the U.S. Bankruptcy Court be granted, the Indirect Purchaser Claim filed by Wild Law Group

PLLC ("**Class Counsel**") in these CCAA Proceedings relating to the Indirect Purchaser Litigation shall be deemed to be accepted by the Monitor, in accordance with the terms and conditions of the IPC Settlement, in an amount not to exceed US$3,950,000, which amount of US$3,950,000 shall constitute the maximum amount of the Proven Claim (as defined in the Claims Procedure Order of this Court dated September 5, 2012) of the Indirect Purchaser Claimants against AGIF, AGI and AGII collectively.

5. THIS COURT ORDERS that the Monitor is authorized, without further Order of this Court, to make the payments contemplated in the IPC Settlement to the Claims Administrator on account of the Notice and Administration Costs (as defined in the IPC Settlement), if the preconditions in the IPC Settlement to each of such payments have been satisfied, respectively.

6. THIS COURT ORDERS that Class Counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Class Counsel Charge**") in the amount of US$200,000 on the Property (as defined in the Initial Order of this Court dated February 22, 2012), as security for the professional fees and disbursements of Class Counsel. The Class Counsel Charge shall rank *pari passu* with the Administration Charge (as defined in the Initial Order of this Court dated February 22, 2012) and shall be deemed discharged immediately on payment of professional fees and disbursements of Class Counsel in the amount of US$200,000 that are separate and apart from the Attorneys' Fees and Attorneys' Costs (both as defined in the IPC Settlement).

ADDITIONAL PROVISIONS

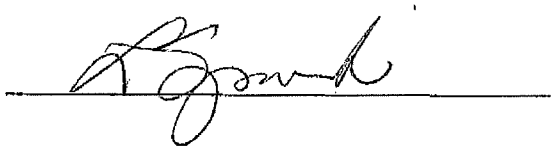
7. THIS COURT ORDERS that the Monitor and the Applicants are hereby authorized to take such additional steps, execute such additional documents and fulfill their respective obligations under the IPC Settlement, as may be necessary or desirable for the completion of the transactions, settlements and compromises contemplated by the IPC Settlement, including seeking the Preliminary Approval Order and the U.S. Approval Order from the U.S. Bankruptcy Court.

8. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order, the Claims Procedure Order, the Transition Order, and any other order of the Court in the CCAA Proceedings, is hereby authorized and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

9. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, other orders in the CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (iii) the Monitor shall be entitled to rely on the books and records of the Arctic Glacier Parties and any information provided by the Arctic Glacier Parties, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

GENERAL PROVISIONS

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, including the U.S. Bankruptcy Court, or in any other foreign jurisdiction, to give effect to this Order and to assist the Monitor, the Arctic Glacier Parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Arctic Glacier Parties and to the Monitor, as an officer of the court, as may be necessary or desirable to give effect to this Order, or to assist the Arctic Glacier Parties and the Monitor and their respective agents in carrying out the terms of this Order.



SCHEDULE "A" - ADDITIONAL APPLICANTS

Arctic Glacier California Inc.
Arctic Glacier Grayling Inc. Arctic Glacier Lansing Inc. Arctic Glacier Michigan Inc. Arctic Glacier Minnesota Inc. Arctic Glacier Nebraska Inc. Arctic Glacier Newburgh Inc. Arctic Glacier New York Inc. Arctic Glacier Oregon Inc. Arctic Glacier Party Time Inc.
Arctic Glacier Pennsylvania Inc.
Arctic Glacier Rochester Inc.
Arctic Glacier Services Inc. Arctic Glacier Texas Inc. Arctic Glacier Vernon Inc. Arctic Glacier Wisconsin Inc.
Diamond Ice Cube Company Inc.
Diamond Newport Corporation
Glacier Ice Company, Inc.
Ice Perfection Systems Inc.
ICEsurance Inc.
Jack Frost Ice Service, Inc.
Knowlton Enterprises, Inc.
Mountain Water Ice Company
R&K Trucking, Inc.
Winkler Lucas Ice and Fuel Company
Wonderland Ice, Inc.

EXHIBIT B

Settlement Agreement

SETTLEMENT AGREEMENT

1.0 PREAMBLE

1.1 This settlement agreement (the "***Agreement***") is made and entered into as of the dates set forth below, individually and on behalf of: (a) the Settlement Class; (b) the Applicants; and (c) the Monitor (as each term is defined below). All monetary amounts described in this Agreement are denominated in United States dollars.

2.0 DEFINITIONS

2.1 "***Agreement***" has the meaning ascribed to such term in the preamble.

2.2 "***Applicant-Defendants***" means Arctic Glacier Income Fund, Arctic Glacier Inc., and Arctic Glacier International, Inc.

2.3 "***Applicants***" means collectively: (a) Arctic Glacier Income Fund; (b) Arctic Glacier Inc.; (c) Arctic Glacier International Inc.; (d) Arctic Glacier California Inc.; (e) Arctic Glacier Grayling Inc.; (f) Arctic Glacier Lansing Inc.; (g) Arctic Glacier Michigan Inc.; (h) Arctic Glacier Minnesota Inc.; (i) Arctic Glacier Nebraska Inc.; (j) Arctic Glacier Newburgh Inc.; (k) Arctic Glacier New York Inc.; (*l*) Arctic Glacier Oregon Inc.; (m) Arctic Glacier Party Time Inc.; (n) Arctic Glacier Pennsylvania Inc.; (o) Arctic Glacier Rochester Inc.; (p) Arctic Glacier Services Inc.; (q) Arctic Glacier Texas Inc.; (r) Arctic Glacier Vernon Inc.; (s) Arctic Glacier Wisconsin Inc.; (t) Diamond Ice Cube Company Inc.; (u) Diamond Newport Corporation; Glacier Ice Company, Inc.; (v) Ice Perfection Systems Inc.; (w) ICEsurance Inc.; (x) Jack Frost Ice Service, Inc.; (y) Knowlton Enterprises, Inc.; (z) Mountain Water Ice Company; (aa) R&K Trucking, Inc.; (bb) Winkler Lucas Ice and Fuel Company; (cc) Wonderland Ice, Inc.

2.4 "***Approval***" means the entry of an order or orders of the Canadian Court or the Bankruptcy Court, as the case may be, which orders shall have become Final Orders, authorizing or approving any transaction or action contemplated by this Agreement.

2.5 "***Approved Claimants***" means those Claimants whose Claims are Approved Claims.

2.6 "***Approved Claims***" means, collectively, Approved Household Claims and Approved Excess Claims.

2.7 "***Approved Excess Claims***" means those Claims of Settlement Class Members that have been approved for payment by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement) who (a) submitted a Claim Form by the Submission Deadline, (b) swear under oath that they (i) purchased at retail, (ii) during the Settlement Class Period, (iii) in one of the Claims States, (iv) more than ten bags of packaged ice, and (v) sold indirectly by one of the defendants in the MDL; and (c) submits proof, in form and substance satisfactory to the Claims Administrator, of such purchases of packaged ice exceeding ten bags.

2.8 "***Approved Household Claims***" means those Claims of Settlement Class Members that have been approved for payment by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement) who: (a) submitted a Claim Form by the Submission Deadline; and (b) swear under oath that they (i) purchased at retail, (ii) during the Settlement Class Period, (iii) in one of the Claims States, (iv) at least three bags of packaged ice, and (v) sold indirectly by one of the defendants in the MDL.

2.9 "***Attorneys' Fees***" means the amount of attorneys' fees related to the MDL, the Canadian Proceeding, and the Chapter 15 Cases to be requested by Class Counsel subject to Bankruptcy Court approval in accordance with Section 5.2 of this Agreement.

2.10 "***Attorneys' Costs***" means the documented and/or sworn to amount of costs and expenses related to the MDL, the Canadian Proceeding, and the Chapter 15 Cases to be requested by Class Counsel subject to Bankruptcy Court approval in accordance with Section 5.2 of this Agreement, including, without limitation to, costs incurred by Class Counsel (or its co-counsel) for U.S. and Canadian bankruptcy and insolvency counsel, expert fees, travel, filing fees, transcripts, document hosting, copying and printing, service of process and electronic research.

2.11 "***Bankruptcy Code***" means Title 11 of the United States Code, sections 101 *et seq.*

2.12 "***Bankruptcy Court***" means the United States Bankruptcy Court for the District of Delaware.

2.13 "***Canadian Approval Order***" means an order of the Canadian Court in the form attached as Exhibit A or otherwise in form and substance reasonably acceptable to the Settlement Parties, which shall (a) grant the Chief Process Supervisor the authority to enter into this Agreement subject to Bankruptcy Court Approval, (b) grant the Class Counsel Charge, and (c) provide for other relief to facilitate the implementation of the Settlement.

2.14 "***Canadian Court***" means the Manitoba Court of Queen's Bench of Winnipeg Centre.

2.15 "***Canadian Proceeding***" means insolvency proceedings commenced on February 22, 2012, concerning the Applicants and pending before the Canadian Court, File No. CI 12-01 76323.

2.16 "***Chief Process Supervisor***" means 70888418 Canada, Inc. (o/a Grandview Advisors).

2.17 "***CCAA Vesting Order***" means the *Amended and Restated Canadian Vesting and Approval Order* of the Canadian Court, dated June 21, 2012, as may be amended, extended, or modified.

2.18 "***CCAA***" means Canada's Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

2.19 "***Chapter 15 Cases***" means the proceeding concerning the Applicants, commenced by the Monitor in the Bankruptcy Court, pursuant to chapter 15 of the Bankruptcy Code, which Chapter 15 Cases are being jointly administered by the Bankruptcy Court under Case Number 12-10605.

2.20 "***Claim Amount***" means the aggregate amount of all Approved Claims.

2.21 "***Claim Form***" means the Claim Form substantially in the form attached hereto as Exhibit E or otherwise in form and substance reasonably acceptable to the Settlement Parties and approved by the Bankruptcy Court.

2.22 "***Claim***" means any claim, whether known or unknown, matured or contingent, liquidated or unliquidated, including any and all "claims," as such term is defined by section 101(5) of the Bankruptcy Code, held by a Settlement Class Member against any of the Applicants arising from or related to the purchase of packaged ice indirectly from a defendant in the MDL in the Claims States during the Settlement Class Period other than for personal injury or property damage.

2.23 "***Claimant***" means any Settlement Class Member who submits a valid and timely Claim Form in accordance with the terms and conditions of this Agreement and the U.S. Approval Order, as determined by the Claims Administrator in accordance with the terms of this Agreement and the U.S. Approval Order.

2.24 "***Claims Administrator***" means any person or entity to be agreed upon by the Settlement Parties that will perform the duties of, among other things: (a) arranging for publication of the Preliminary Approval Notice and Final Approval Notice; (b) tracking returned Claim Forms and Opt-Out Letters and providing periodic updates to the Settlement Parties; (c) notifying the Settlement Parties of determinations regarding submitted Claim Forms and Opt-Out Letters consistent with this Agreement; and (d) issuing any required tax paperwork.

2.25 "***Claims Officer Order***" means the *Order* of the Canadian Court, dated March 7, 2013, as may be amended, extended, or modified.

2.26 "***Claims Officer Recognition Order***" means the Bankruptcy Court's Order, dated May 7, 2013, as may be amended, extended, or modified, which recognized and gave full force and effect in the United States to the Claims Officer Order.

2.27 "***Claims Procedure Order***" means the *Claims Procedure Order* of the Canadian Court, dated September 5, 2012, as may be amended, extended, or modified.

2.28 "***Claims Procedure Recognition Order***" means the Bankruptcy Court's Order, dated September 14, 2012, as may be amended, extended, or modified, which recognized and gave full force and effect in the United States to the Claims Procedure Order.

2.29 "***Claims States***" means the following 16 states: (a) Arizona; (b) California; (c) Iowa; (d) Kansas; (e) Maine; (f) Massachusetts; (g) Michigan; (h) Minnesota; (i) Mississippi;

(j) Nebraska; (k) Nevada; (*l*) New Mexico; (m) New York; (n) North Carolina; (o) Tennessee; and (p) Wisconsin.

2.30 "***Class Counsel Charge***" means that certain charge to be sought from the Canadian Court in the Canadian Approval Order in favor of Class Counsel in the amount of $200,000.

2.31 "***Class Counsel***" means Wild Law Group PLLC.

2.32 "***Distribution Order***" means any order of the Canadian Court concerning the distribution of the Applicants' assets, including amounts currently held by the Monitor, to those persons or entities entitled to receive a share thereof, including, without implied limitation, the holders of Approved Claims.

2.33 "***Exculpated Parties***" means, collectively: (a) the Applicants and their respective directors, officers, employees, counsel, financial advisors, the Chief Process Supervisor, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such; and (b) the Monitor and its directors, officers, employees, counsel, financial advisors, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such.

2.34 "***Execution***" refers to the signing of this Agreement by all signatories hereto.

2.35 "***Final Approval Notice***" means the Claim Form as published, distributed, and/or otherwise made available by the Claims Administrator to Settlement Class Members known to Class Counsel in accordance with the terms of this Agreement.

2.36 "***Final Order***" means an order as to which the time to file an appeal, a motion for leave to appeal, a motion for reconsideration, or a petition for writ of certiorari has expired and no such appeal, motion, or petition is pending; or, if appealable, not subject to any stay in implementation pending appeal.

2.37 "***Incentive Awards***" means the awards requested by Class Counsel for any Named Plaintiff, as the Bankruptcy Court may approve.

2.38 "***Initial Order***" means the initial order of the Canadian Court, dated February 22, 2012, as may be amended, extended, or modified.

2.39 "***IPPs***" means the putative class of indirect purchasers who filed suits that were consolidated in the MDL.

2.40 "***Maximum Settlement Amount Reserve***" means the non-segregated reserve established and maintained by the Monitor, consisting of cash in the amount of the Maximum Settlement Amount, for the purpose of satisfying the cash distributions contemplated by this Agreement. The Class Counsel Charge is in addition to, and not included in, the Maximum Settlement Amount Reserve.

2.41 "***Maximum Settlement Amount***" means $3,950,000.

2.42 "***MDL***" means the multidistrict litigation captioned *In re Packaged Ice Antitrust Litig.*, No. 08-md-1952 (E.D. Mich.).

2.43 "***Monitor***" means Alvarez & Marsal Canada Inc., in its capacity as the Canadian Court-appointed Monitor and authorized "foreign representative" of the Applicants.

2.44 "***Named Plaintiffs***" means, collectively, Lawrence J. Acker, Rich Aust, Brian W. Buttars, Nathan Croom, Robert DeLoss, James Feeney, Lehoma Goode, Ian Groves, Beverly Herron, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Karen Prentice, Brian Rogers, Patrick Simasko, John Spellmeyer, Wilton E. Spencer, Jr., Wayne Stanford, Joe Sweeney, and Samuel Winnig.

2.45 "***Net Settlement Amount***" means the lesser of: (a) the Maximum Settlement Amount less the sum of (i) the Attorneys' Fees and Attorneys' Costs, (ii) the Notice and Administration Costs, and (iii) the Incentive Awards; and (b) the Claim Amount. In the event that a Distribution Order provides for a distribution in an amount less than the par value to a holder of a claim against one or more of the Applicants that is similarly situated in terms of priority of distribution to any Approved Claim, the Net Settlement Amount described in clause (a) or (b) hereof, as applicable, shall be reduced proportionately with respect to such Distribution Order.

2.46 "***Notice and Administration Costs***" means all reasonable and documented fees and expenses (other than Attorneys' Costs), including the reasonable fees and expenses of the Claims Administrator incurred in connection with this Agreement.

2.47 "***Opt-Out Letter***" refers to a written request to opt-out or exclude oneself from the Settlement sent by any Settlement Class Member who elects to be excluded from the Settlement Class.

2.48 "***Payment Trigger Date***" means the day on which all conditions to the Payment Trigger Date set forth in Section 8.2 of this Agreement have been satisfied or waived.

2.49 "***Payment Date***" shall have the meaning ascribed to such term in Section 8.1 of this Agreement.

2.50 "***Preliminary Approval Notice***" means the notice, substantially in the form attached hereto as Exhibit D or otherwise in form and substance reasonably acceptable to the Settlement Parties and approved by the Bankruptcy Court, to be published by the Claims Administrator in *Parade Magazine* and *USA Today*, and transmitted electronically or mailed to any Settlement Class Members known to Class Counsel, that, among other things: (a) describes and summarizes the terms and conditions of the Settlement and the Agreement, including the releases; (b) sets forth the proposed Attorneys' Fees and Attorneys' Costs; (c) sets forth the hearing dates and deadlines to opt out of the Settlement Class or to object to the Bankruptcy Court's Approval of this Agreement; and (d) sets forth the procedures for submission of objections and the Opt-Out Letter.

2.51 "***Preliminary Approval Order***" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

2.52 "***Proof of Claim***" shall have the meaning ascribed to such term in Section 3.9 of this Agreement.

2.53 "***Released Claims***" shall have the meaning ascribed to such term in Section 9.1 of this Agreement.

2.54 "***Released Parties***" or "***Released Party***" means the Applicants, the Chief Process Supervisor, the Monitor, and any of their respective current or former direct or indirect subsidiaries, parent entities, affiliates, predecessors, insurers, agents, counsel, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders, including without implied limitation Frank Larson, Keith Corbin, and Gary Cooley, including their respective pension, profit sharing, savings, health, and other employee benefit plans, or personal or other assets of any nature, and those plans' respective trustees, administrators, and fiduciaries. For the sake of clarity, The Home City Ice Company, Reddy Ice Corporation, and Reddy Ice Holdings Inc. are not Released Parties.

2.55 "***Releasing Settlement Class Members***" has the meaning ascribed to such term in Section 9.1 of this Agreement.

2.56 "***Settlement Class Member***" means any member of the Settlement Class.

2.57 "***Settlement Class Period***" means the period of time from January 1, 2001 through and including March 6, 2008.

2.58 "***Settlement Class***" means the class to be certified by order of the Bankruptcy Court for settlement purposes in accordance with this Agreement and shall consist of all purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Applicants, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Applicants or their former employees in the MDL; provided, however, that the Settlement Class shall not include any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.

2.59 "***Settlement Parties***" means the Monitor, the Applicants, and Class Counsel on behalf of the proposed Settlement Class.

2.60 "***Settlement***" means the compromise and settlement of the Proof of Claim (including any other claim asserted by the Settlement Class against any of the Applicant-Defendants or their former employees in the MDL) as contemplated by this Agreement.

2.61 "***Submission Deadline***" means the date that is sixty (60) days from the date on which the Final Approval Notice is published or such other date as may be set by the Bankruptcy Court.

2.62 "***U.S. Approval Order***" means an order of the Bankruptcy Court in the form attached as Exhibit C or otherwise in form and substance reasonably acceptable to the Settlement Parties approving, on a final basis, each of the transactions contemplated by this Agreement.

2.63 "***U.S. Sale Order***" means the Bankruptcy Court's *Order Pursuant to Sections 105(a), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014 (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief*, dated July 17, 2012, as may be amended, extended or modified.

3.0 RECITALS

3.1 In 2008 and thereafter, various putative class actions brought on behalf of the Named Plaintiffs against the Applicant-Defendants, as well as other defendants, were consolidated for pre-trial purposes in the MDL.

3.2 On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the "***MDL Court***"), appointed Matthew S. Wild and Max Wild interim lead counsel for the IPPs and appointed John M. Perrin liaison counsel for that putative class.

3.3 On February 22, 2012, the Applicants commenced the Canadian Proceeding, and the Canadian Court entered the Initial Order, pursuant to the CCAA, providing various forms of relief thereunder, including the appointment of the Monitor.

3.4 On March 16, 2012, the Bankruptcy Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief*, pursuant to which the Bankruptcy Court recognized the Monitor as the "foreign representative" of the Applicants and granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, thereby extending during the pendency of these Chapter 15 Cases a stay of all proceedings, including the MDL, against or concerning property of the Applicants located within the territorial jurisdiction of the United States and its current and former officers, directors and employees.

3.5 Subsequent to the commencement of the Canadian Proceeding and the Chapter 15 Cases, Class Counsel was concerned that Canadian law appeared to preclude class action treatment of its claims against the Applicant-Defendants in the MDL as part of the Canadian Proceeding. As such, the Applicants and Class Counsel agreed to a novel approach: that the claims against the Applicant-Defendants in the MDL could be pursued under United States law before a United States lawyer who would decide the claim under United States law. The Canadian Court agreed that such a lawyer, experienced in United States antitrust and class-action law, would be appointed as "Special Claims Officer" to hear and decide such claims. This approach preserved the IPPs' rights to establish their

claims in the Canadian Proceeding, which led to the Settlement embodied in this Agreement.

3.6 On June 21, 2012, the Canadian Court entered the CCAA Vesting Order, pursuant to which the Canadian Court authorized and approved a sale of substantially all of the Applicants' assets free and clear of all Claims and Encumbrances (as defined in the CCAA Vesting Order) to the Purchaser (as defined in the CCAA Vesting Order). On July 17, 2012, the Bankruptcy Court entered the U.S. Sale Order recognizing and giving full force and effect in the United States to the CCAA Vesting Order.

3.7 On September 5, 2012, the Canadian Court entered the Claims Procedure Order (a) establishing procedures for the submission of claims against the Applicants and their directors, officers, and trustees, and (b) setting a bar date for the filing of such claims of October 31, 2012. On September 14, 2012, the Bankruptcy Court entered the Claims Procedure Recognition Order.

3.8 On March 7, 2013, the Canadian Court entered the Claims Officer Order, which, among other things, supplemented the Claims Procedure Order by empowering the Claims Officers (as defined in the Claims Officer Order) with the authority to adjudicate and determine questions of fact and law concerning the validity and value of disputed claims that cannot be resolved consensually. On May 7, 2013, the Bankruptcy Court entered the Claims Officer Recognition Order.

3.9 The Monitor has received a timely proof of claim dated November 5, 2012 submitted by Class Counsel on behalf of the IPPs (together with the Notice of Dispute described in Section 3.12 hereof, the "***Proof of Claim***"), which asserts an unsecured claim in the estimated amount of "at least $463,577,602" against the Applicant-Defendants.

3.10 In accordance with the Claims Procedure Order, the Monitor issued a comprehensive Notice of Revision or Disallowance (as defined in the Claims Procedure Order), dated January 24, 2013, which disallowed the Proof of Claim in its entirety.

3.11 On January 30–31, 2013, the Settlement Parties participated in a mediation with Justice George Adams, one of Canada's preeminent mediators. This Settlement has resulted from arms-length, good-faith negotiations that began with the January 2013 mediation.

3.12 The Monitor received a timely Notice of Dispute (as such term is defined in the Claims Procedure Order) from Class Counsel on behalf of the IPPs on March 4, 2013.

3.13 The Applicants and the Monitor, despite their belief that the claims asserted in the MDL and the Proof of Claim are meritless and that neither the Applicant-Defendants nor any of the Applicants have any liability of any kind to the Named Plaintiffs or to the members of the class or classes, including, without implied limitation, the Settlement Class the Named Plaintiffs purport to represent, have nevertheless agreed to enter into this Agreement to avoid risk of litigation, further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to resolve the Proof of Claim and facilitate the ultimate resolution of the Canadian Proceeding and the Chapter 15 Cases and the distribution of amounts currently being held by the Monitor on behalf of the Applicants.

3.14 Class Counsel has conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Proof of Claim, including analysis of evidence adduced during its investigation and through certain discovery and of the applicable law with respect to the claims asserted against the Applicant-Defendants, as well as the potential defenses thereto.

3.15 Based upon its investigation, and the circumstances surrounding the MDL and the Canadian Proceeding, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the Named Plaintiffs and the Settlement Class Members, and in their best interests, and has agreed to settle the Claims set out in the Proof of Claim pursuant to the terms and provisions of this Agreement, after considering (a) the benefits that the Named Plaintiffs and the Settlement Class Members will receive from the resolution of the Proof of Claim as against the Applicant-Defendants, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Agreement.

4.0 PRELIMINARY APPROVAL

4.1 As soon as practicable after the Canadian Court's entry of the Canadian Approval Order and execution of this Agreement by each of the Settlement Parties, the Monitor, the Applicants, and Class Counsel shall file a joint motion with the Bankruptcy Court requesting entry of an order, in the form attached as Exhibit B or otherwise in form and substance reasonably acceptable to the Settlement Parties (the "***Preliminary Approval Order***"): (a) recognizing the Canadian Approval Order, (b) incorporating Bankruptcy Rule 7023 pursuant to Bankruptcy Rule 9014 into the Chapter 15 Proceeding to consider the Settlement; (c) scheduling a hearing to consider (i) whether the Settlement is fair, reasonable and adequate as to the Settlement Class, and (ii) approval of the Agreement under sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019; (d) approving forms of notice and manner of service and/or publication of the Preliminary Approval Notice; (e) approving Class Counsel as counsel for the Settlement Class; (f) certifying the Settlement Class as a conditional settlement class pursuant to Bankruptcy Rule 7023; (g) approving the procedures for submission of Opt-Out Letters and/or objections; (h) approving the Claim Form; and (i) approving the engagement of the Claims Administrator.

5.0 TERMS OF SETTLEMENT

5.1 Subject to entry of the U.S. Approval Order, and the other terms and conditions of this Agreement, the Settlement Parties agree that in consideration for the settlement of the Proof of Claim in accordance with this Agreement, any and all Claims of the Settlement Class against the Applicants and the Monitor, and the dismissal with prejudice of the MDL against the Applicants and all former employees of the Applicants, (a) the Proof of Claim shall be deemed to be reduced and allowed as a Proven Claim (as defined in the Claims Procedure Order) in an unliquidated amount not to exceed the Maximum Settlement Amount; and (b) the Settlement Parties shall seek the Class Counsel Charge from the Canadian Court. Only the Net Settlement Amount shall be available for distribution to holders of Approved Claims.

5.1.1 Only holders of Approved Claims shall be entitled to receive a share of the Net Settlement Amount. The Net Settlement Amount shall be allocated as set forth below:

(i) A holder of an Approved Household Claim will receive a cash distribution in the amount of $6.00.

(ii) A holder of an Approved Excess Claim will receive a cash distribution in the amount of $6.00 for the first ten bags and an additional cash distribution in the amount of $0.60 per bag thereafter.

(iii) Class Counsel may request, and the Monitor and the Applicants shall not oppose such request, that, subject to the Bankruptcy Court's approval, each Named Plaintiff be paid an Incentive Award of $1,000. The Incentive Awards shall be included as part of the Maximum Settlement Amount.

(iv) If the total amount claimed pursuant to Sections 5.1.1(i), (ii), and (iii) above exceeds the Net Settlement Amount, the Approved Claims will be paid from the Net Settlement Amount on a pro rata basis per bag of ice claimed.

5.2 Class Counsel may apply to the Bankruptcy Court for an award of the Attorneys' Fees and/or Attorneys' Costs. The motion to consider the Bankruptcy Court's approval of the award of the Attorneys' Fees and/or Attorneys' Costs shall be returnable on the same date as the motion to consider the Bankruptcy Court's entry of the U.S. Approval Order. The Applicants and the Monitor agree not to oppose Class Counsel's application for an award of Attorneys' Fees in an amount equal to 33 and 1/3% or less of the Maximum Settlement Amount, plus Attorneys' Costs not to exceed $350,000. The Monitor and the Applicants shall not oppose any request of Class Counsel that (a) it be paid the approved Attorneys' Fees and Attorneys' Costs and (b) the Incentive Awards be paid, both as soon as practicable after the date on which each of the U.S. Approval Order, the Distribution Order, and the order approving Class Counsel's application for Attorneys' Fees, Attorneys' Costs, and Incentive Awards become a Final Order.

5.2.1 The Parties agree that the Bankruptcy Court's approval of any request for Attorneys' Fees, Attorneys' Costs, or Incentive Awards (or the Canadian Court's approval of the Class Counsel Charge and the Bankruptcy Court's recognition thereof) is not a condition precedent or subsequent to this Agreement, which shall be subject to implementation in accordance with this Agreement independent of all other transactions contemplated hereby, and is to be considered by the Bankruptcy Court separately from the fairness, reasonableness, adequacy, and good faith of this Agreement. Any order or proceeding relating to the application by Class Counsel of an award for Attorneys' Fees and Attorneys' Costs or for Incentive Awards shall not operate to terminate, cancel, or otherwise affect the enforceability of this Agreement.

5.2.2 Class Counsel agree that they are responsible for allocating the approved Attorneys' Fees and Attorneys' Costs among themselves and any other counsel that may have any other agreement with them. If a lien is asserted, the Monitor will tender the Attorneys' Fees and Attorneys' Costs award to the Bankruptcy Court and shall thereafter be released from any liability, claim, and/or obligation related to those payments. Class Counsel warrant and represent that there are no liens on the amounts to be paid for Attorneys' Fees and Attorneys' Costs pursuant to the terms of this Agreement and that no assignments of the Attorneys' Fees and Attorneys' Costs to be paid pursuant to this Agreement have been made or attempted. Class Counsel agree to defend, indemnify and hold harmless the Applicants and the Monitor from any liability resulting from a breach of these representations and/or any lien or assignment.

5.3 The Claims Administrator shall be engaged to perform, among other tasks, the duties described in Section 2.24 of this Agreement. The Monitor shall pay the Notice and Administration Costs from the Maximum Settlement Amount Reserve to the Claims Administrator.

5.3.1 Payments to the Claims Administrator for Notice and Administration Costs shall be made from the Maximum Settlement Amount Reserve on or before fifteen (15) days of submission of an invoice and any requested or required documentation to the Monitor, provided that the Monitor does not dispute the reasonableness of any of the requested Notice and Administration Costs.

5.3.1.1 In the event the Payment Date does not occur, any Notice and Administration Costs already incurred by the Claims Administrator may be paid in accordance with Section 5.3.1 of this Agreement.

5.3.1.2 Any dispute relating to the Claims Administrator's performance of its duties under this Agreement may be referred to the Bankruptcy Court if it cannot be resolved consensually by the Settlement Parties and the Claims Administrator.

5.3.1.3 The Claim Administrator shall regularly and accurately report to the Settlement Parties, in written form when requested, on the substance of the work performed.

5.3.2 Each recipient of any monies paid pursuant to this Agreement shall be responsible for any taxes associated with the monies received by each respective recipient.

5.3.3 The payments made on account of Approved Claims pursuant to this Agreement are being made for settlement purposes only and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

5.3.4 Class Counsel shall defend, indemnify and hold harmless the Monitor and the Applicants from any and all liabilities, claims, obligations, causes of action, or other debts for taxes, fees, costs and/or assessments resulting from or related to Class Counsel's failure to timely pay taxes, interest, fees or penalties owed by it.

6.0 NOTICES REGARDING SETTLEMENT, CLAIM FORMS, AND OPT-OUT

6.1 The Claims Administrator shall cause the Preliminary Approval Notice and the Final Approval Notice to be published in *Parade Magazine* and *USA Today* in accordance with the Preliminary Approval Order and the U.S. Approval Order.

6.2 The Settlement Parties agree that the Preliminary Approval Notice shall include a statement that Settlement Class Members may opt out of the Settlement but may not be able to proceed individually against the Applicants absent having filed a claim in accordance, and otherwise having complied in all other respects, with the Claims Procedure Order, absent a further order of the Canadian Court.

6.3 The Preliminary Approval Notice, the Final Approval Notice, and other materials (if any) as agreed to by the Settlement Parties and approved by the Bankruptcy Court shall also be available on a website to be set up by the Claims Administrator, on the website of Class Counsel, and on the Monitor's website. Settlement Class Members shall be able to access the settlement documents and download a copy of the Claim Form from the websites, which the Settlement Class Member can then send to the Claims Administrator prior to the Submission Deadline.

7.0 CLAIMS SUBMISSION, AUDIT AND CHALLENGE, AND DISTRIBUTIONS

7.1 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of the following procedures governing the submission of Claim Forms.

7.1.1 Settlement Class Members must submit their completed Claim Form to the Claims Administrator on or before the Submission Deadline. Settlement Class Members that fail to submit a completed Claim Form on or before the Submission Deadline shall be forever barred, estopped, and enjoined from asserting any Claim against the Maximum Settlement Amount Reserve, and the Monitor, the Applicants, and their respective property shall be forever discharged and released from any and all indebtedness or liability with respect to such Claim.

7.1.2 All Claim Forms shall be transmitted to the Claims Administrator in a manner to be provided by the Claims Administrator.

7.1.3 The Claim Forms shall be executed under penalty of perjury in accordance with 11 U.S.C. §§ 152 and 3571.

7.1.4 Each Settlement Class Member may only submit one Claim Form and only one Claim Form may be submitted per household. Submission of more than one

Claim Form per person and/or household shall render the second, and any subsequent, Claim Form invalid.

7.1.5 Each Settlement Class Member who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Bankruptcy Court for the purposes of its Claim.

7.1.6 The Claims Administrator shall only accept Claim Forms sent by mail, hand delivery, facsimile, telecopy, electronic mail transmission or other electronic means. The Claims Administrator shall not accept or honor any Claim Forms that are not postmarked or delivered (if by means other than mail) by a date that is on or before the Submission Deadline.

7.1.7 If a Settlement Class Member mistakenly transmits a Claim Form to Class Counsel on or prior to the Submission Deadline, Class Counsel shall promptly forward such Claim Form to the Claims Administrator, and such Claim Form shall be considered timely by the Claims Administrator.

7.1.8 No Settlement Class Member may submit an Opt-Out Letter and a Claim Form, and if a Settlement Class Member submits both an Opt-Out Letter and a Claim Form, the Claim Form will govern.

7.1.9 The Claims Administrator shall provide a Settlement Class Member with a reasonable opportunity to correct an incomplete Claim Form. The Claim of any Settlement Class Member who, despite such opportunity, fails to correct an incomplete Claim Form will be invalid and such Settlement Class Member shall be forever barred, estopped, and enjoined from asserting such claim against the Maximum Settlement Amount Reserve, and the Monitor, the Applicants, and their respective property shall be forever discharged and released from any and all indebtedness or liability with respect to such Claim.

7.1.10 The Claims Administrator shall set up a toll free number to respond to inquiries from Settlement Class Members, and to provide a mechanism by which Settlement Class Members can verify that the Claims Administrator has received a particular Claim Form.

7.1.11 Within ten (10) days after the Submission Deadline, the Claims Administrator shall provide a spreadsheet to the Settlement Parties that contains information sufficient to determine: (a) which Claimants submitted a Claim Form; (b) which submitted Claim Forms are valid and timely and which are not; (c) which Claims the Claims Administrator proposes to treat as Approved Claims; (d) the amount proposed to be paid to each Approved Claimant; and (e) which Claim Forms the Claims Administrator has denied and the reasons for the denial.

7.1.12 The Claims Administrator shall retain all Claim Forms (including, as applicable, the envelopes with the postmarks) received from Claimants, and shall make copies or the originals available to Class Counsel, the Monitor, and/or the Applicants upon request.

7.2 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of audit and challenge procedures regarding the Claims Administrator's determination concerning the allowability of any Claim.

7.2.1 The Settlement Parties shall each have the right to audit the information provided in the Claim Forms submitted by each Claimant who submits a Claim or Claims in excess of $50.00, and to challenge the Claims Administrator's determinations regarding, among other things, approval or denial of each such Claim Form and the amount the Claims Administrator proposes to pay to each such holder of an Approved Claim. If applicable, the Settlement Party requesting the audit shall bear the cost of such audit.

7.2.2 Within fourteen (14) days of having received the Claim Forms and the spreadsheet referenced in Section 7.1.11 of this Agreement from the Claims Administrator, the Settlement Parties shall meet and confer regarding any issues that the Monitor, the Applicants, or Class Counsel believe need to be raised with the Claims Administrator. The Settlement Parties agree to use good-faith efforts to resolve any disputes. If Class Counsel and counsel for the Applicants and for the Monitor cannot resolve these issues within twenty (20) days of having received the spreadsheet contemplated by Section 7.1.11 of this Agreement from the Claims Administrator, then Class Counsel, the Applicants, and/or the Monitor may provide written notice of their intent to audit the Claims Administrator's determinations with respect to a particular Claim or Claims.

7.2.3 Audits shall be presented to the Claims Administrator. Subject to Section 5.3.1.2 of this Agreement, the decision of the Claims Administrator shall be final.

7.2.4 Class Counsel, the Applicants, and/or the Monitor may invoke their audit rights under this Agreement by providing written notice to each other and to the Claims Administrator. The notice shall identify the Claim or Claims that are the subject of the audit, and may be accompanied by supporting papers of no more than two (2) pages (excluding exhibits) for each Claim being audited.

7.2.5 Within fourteen (14) days of receipt of the notice and supporting papers, the non-auditing party may submit a written response of no more than two (2) pages (excluding exhibits) for each Claim being audited.

7.2.6 The Claims Administrator shall decide any audits presented to them within ten (10) days of final submission.

7.2.7 The time periods and page limits set forth in this Section 7 may be extended by agreement of the Settlement Parties without further order of the Canadian Court or of the Bankruptcy Court.

7.2.8 Notice of audits, any paperwork submitted in support of, or in response to, any audit, and any decision by the Claims Administrator shall be served by email or United States Mail.

7.2.9 Funds identified to be paid to any Settlement Class Member whose Claim has been audited shall not be paid until the Claims Administrator has decided the audit in question pursuant to Section 7.2.6 of this Agreement.

7.3 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of the following procedures concerning the distribution of the Net Settlement Amount to holders of Approved Claims.

7.3.1 The amount of the Net Settlement Amount that an Approved Claimant is eligible to receive under this Settlement on account of an Approved Claim shall be determined by the Claims Administrator in accordance with Section 5.1.1 of this Agreement.

7.3.2 All distributions to Approved Claimants under this Agreement un-cashed for a period of one hundred twenty (120) days after distribution thereof shall be deemed unclaimed property and any entitlement of any Approved Claimant to such distributions shall be extinguished and forever barred. All such unclaimed property shall escheat in accordance with applicable law.

8.0 CONDITIONS TO PAYMENT TRIGGER DATE

8.1 As soon as reasonably practicable after the occurrence of the Payment Trigger Date, the Settlement Parties shall confer and select a business day (the "***Payment Date***") on which the Monitor shall (a) distribute the Net Settlement Amount to the Claims Administrator for ultimate distribution to the holders of Approved Claims in accordance with Section 5.1.1 of this Agreement, and (b) pay the amount secured by the Class Counsel Charge to Class Counsel. Any amounts in the Maximum Settlement Amount Reserve not disbursed in accordance with this Agreement shall be retained by the Monitor for distribution in accordance with a Distribution Order.

8.2 The occurrence of the Payment Trigger Date is subject to:

(i) The Canadian Approval Order shall have been entered and shall have become a Final Order;

(ii) The Preliminary Approval Order shall have been entered and shall have become a Final Order;

(iii) The U.S. Approval Order shall have been entered and shall have become a Final Order;

(iv) All Claims of Settlement Class Members who submitted Claim Forms have been resolved by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement);

(v) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicants, concerning the Claim Amount; and

(vi) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

8.3 With the exception of the condition set forth in Section 8.2(vi), which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part, without notice and a hearing, by the Settlement Parties. The failure of any Settlement Party to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

9.0 COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

9.1 Upon the Payment Date, for good and valuable consideration set forth in this Agreement, the receipt and sufficiency (as applicable) of which is hereby acknowledged, regardless of whether they are entitled to participate for any reason expressed or contemplated by this Agreement in the distribution of the Net Settlement Proceeds, the Named Plaintiffs, Class Counsel, and the Settlement Class Members, other than those who submit timely and valid Opt-Out Letters (collectively, the "***Releasing Settlement Class Members***"), shall irrevocably and permanently release and shall be deemed to have forever released, waived, and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities, including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of (a) the facts and circumstances relating to the MDL and/or the Proof of Claim, (b) the Applicants commencing the Canadian Proceeding or the Chapter 15 Cases, or (c) the Agreement being consummated, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Payment Date in any way relating to any Released Party arising out of or related to clauses (a) through (c) immediately above, including, without implied limitation, all claims for attorneys' fees and costs incurred by Releasing Settlement Class Members and by Class Counsel in connection with the MDL and the Proof of Claim, and the settlement thereof (collectively, the "***Released Claims***"). For the sake of clarity, the Released Claims shall not include claims for the purchase of packaged ice directly from one or more of the defendants in the MDL, personal injury or property damage. The Releasing Settlement Class Members specifically acknowledge that this Release reflects a compromise of disputed claims.

9.2 In exchange for the good and valuable consideration set forth herein, the Releasing Settlement Class Members waive any and all rights or benefits that they as individuals or the classes may now have in connection with the Released Claims under the terms of Section 1542(a) of the California Civil Code (or similar statute or common law rule in effect in any other jurisdiction), which provides as follows:

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 DEBTOR.

9.3 None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of this Agreement, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.

10.0 MUTUAL FULL COOPERATION

10.1 Upon the terms and subject to the conditions set forth in this Agreement, each of the Settlement Parties agrees promptly to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

10.2 Subject to Section 7.2.7 of this Agreement, if Class Counsel, the Monitor, or the Applicants cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Bankruptcy Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by another Settlement Party.

11.0 STATEMENT OF NO ADMISSION

11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of the Applicants, and the Applicants deny any and all liability. Nor shall this Agreement constitute an admission by the Applicants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the MDL or the Proof of Claim. Likewise, nothing in this agreement shall be construed or deemed an admission by Class Counsel with regards to the validity of any of the Applicants' defenses or affirmative defenses. Each of the Settlement Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconvenience, and expenses.

11.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative,

investigative, or other court, tribunal, forum, or proceeding, or other litigation for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

11.3 The Claim Forms, Opt-Out Letters, the calculations by the Claims Administrator, and any other evidence produced or created by any Settlement Class Member in connection with the claims resolutions procedures pursuant to this Settlement, and any actions taken by the Monitor and/or the Applicants in response to such Claim Forms, Opt-Out Letters, the calculations by the Claims Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by the Monitor or the Applicants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

11.4 In the event that this Agreement is not approved by the Bankruptcy Court, or otherwise fails to become effective and enforceable, or is terminated or voided, neither the Applicants nor the Monitor shall be deemed to have waived, limited, or affected in any way any of their respective objections or defenses to the Proof of Claim. Nor shall Class Counsel be deemed to have waived, limited, or adversely affected in any way its Proof of Claim or its objection to the merit of the opposition thereto.

12.0 VOIDING OF OR WITHDRAWAL FROM THE AGREEMENT

12.1 The Settlement Parties shall each have the option to withdraw from this Agreement and declare this Agreement null and void if: (a) the Settlement is construed by any Settlement Party or any court or tribunal of competent jurisdiction (including the Canadian Court or the Bankruptcy Court) in a fashion that would require the Monitor or the Claims Administrator to pay or reserve more than the Maximum Settlement Amount; or (b) any court or tribunal of competent jurisdiction (including the Canadian Court or the Bankruptcy Court) enters any order or decree inconsistent with any of the material terms of this Agreement. Any order respecting Class Counsel's requested Attorneys' Fees and Attorneys' Costs, the Class Counsel Charge, Notice and Administration Costs, or Incentive Awards shall not be a basis for Class Counsel to withdraw. The withdrawing party shall provide notice to the other Settlement Parties that it is exercising its right to withdraw from this Agreement within fourteen (14) days of actual knowledge of an event which triggers its right to withdraw.

12.2 In the event that (a) the Preliminary Approval Order is not entered; (b) Approval of this Agreement is not granted, (c) any of the Settlement Parties withdraws from this Agreement pursuant to Section 12.1 hereof, or (d) this Agreement is terminated for any reason prior to substantial consummation of the transactions contemplated hereby, neither the Agreement, nor any documents related to this Settlement or negotiations leading to the Settlement, shall have any probative value and may not be used or referred to as evidence for any purpose. The Settlement Parties shall each have such rights as existed before their execution of this Agreement.

12.3 Should the Bankruptcy Court (or the Canadian Court, as applicable) decline to approve this Agreement in any material respect, except for approval of the award of Class

Counsel's Attorney Fees and Costs, Notice and Administration Costs, the Class Counsel Charge, or any Incentive Award, neither the Monitor nor the Claims Administrator shall have any obligation to make any payment under this Agreement, and in the event that any party has made any such payment, such monies shall be returned promptly to the Monitor (minus any Notice and Administration Costs already reasonably incurred by the Claims Administrator).

13.0 PARTIES' AUTHORITY

13.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Settlement Parties to its terms and conditions.

14.0 NO PRIOR ASSIGNMENTS

14.1 The Settlement Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

15.0 NOTICES

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (a) the date given, if given by hand delivery; (b) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (c) the third business day after mailing by United States registered or certified mail, return receipt requested. All notices given or permitted under this Agreement shall be addressed as follows, or to such other addresses as any Settlement Party may give notice:

15.1.1 To the Settlement Class:

Wild Law Group PLLC
121 Reynolda Village, Suite M
Winston-Salem, North Carolina 27106
Attn: Matthew S. Wild

- with copies to -

Wild Law Group PLLC
98 Distillery Road
Warwick, New York 10990
Attn: Max Wild

- and -

Wild Law Group PLLC
319 N. Gratiot Avenue

Mt. Clemens, Michigan 48043
Attn: John M. Perrin

15.1.2 To the Applicants:

Jones Day
77 West Wacker Drive, Suite 3500
Chicago, Illinois 60601
Attn: Paula W. Render

- with copies to -

McCarthy Tetrault LLP
TD Bank Tower, Suite 5300
Box 48
66 Wellington Street West
Toronto, Ontario, Canada M5K 1E6
Attn: Kevin P. McElcheran

15.1.3 To the Monitor:

Alvarez & Marsal Canada Inc.
200 Bay Street, Suite 2900
Toronto, Ontario, Canada M5J 2J1
Attn: Richard Morawetz & Melanie MacKenzie

- with copies to -

Osler, Hoskin & Harcourt LLP
100 King Street West, Suite 6100, P.O. Box 50
Toronto, Ontario, Canada M5X 1B8
Attn: Marc Wasserman & Jeremy Dacks

- and -

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attn: Marc Abrams, Mary K. Warren & Jeffery Korn

- and -

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attn: Matthew B. Lunn

16.0 DOCUMENTS AND DISCOVERY

16.1 Subject to any order made in the MDL, within sixty (60) days after the later of the Payment Trigger Date or the final resolution of the MDL, Class Counsel shall take steps necessary to destroy or erase all documents and data produced in connection with the MDL and the Proof of Claim and which are currently in Class Counsel's possession, custody or control, including documents and data in the possession, custody or control of their retained experts and consultants. Class Counsel shall certify to the Monitor their good faith efforts to comply with this provision.

17.0 MISCELLANEOUS PROVISIONS

17.1 Construction. The Settlement Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Settlement Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.

17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.

17.3 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by the Settlement Parties and approved by the Canadian Court and the Bankruptcy Court. This Settlement may not be discharged except by performance in accordance with its terms or by an order of the Canadian Court and the Bankruptcy Court.

17.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Proof of Claim and the MDL, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Settlement Party or such Settlement Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Settlement Party against whom such waiver is to be enforced.

17.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Settlement Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

17.6 Class Counsel and Settlement Class Representative Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Final Approval Notice will provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit an Opt-Out Letter, the Final Approval

Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.

17.7 Non-Disparagement. Except as may be necessary or appropriate (a) to advance or defend against subsequent litigation between one or more of the Settlement Parties, or (b) for Class Counsel to pursue claims arising from the facts and circumstances giving rise to the MDL against any person or entity other than the Applicant-Defendants and the other relevant Released Parties, each Settlement Party agrees that it will not make or be complicit in the public disclosure of any disparaging or defamatory comment regarding any other Settlement Party, any other Settlement Party's successors or assigns, or any other Settlement Party's current or former directors, officers, employees, or shareholders in any respect.

17.8 Counterparts. This Agreement may be executed by facsimile signature, pdf signature, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Settlement Parties.

17.9 Bankruptcy Court Jurisdiction. The Settlement Parties may apply to the Bankruptcy Court to resolve any dispute concerning the interpretation or performance of any of the terms and conditions of this Agreement.

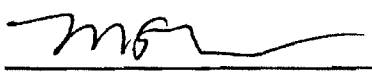
17.10 Applicable Law. This Agreement shall be governed by New York law without regard to its choice of law or conflicts of law principles or provisions.

Signature Pages Follow

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned duly authorized representative of the Settlement Class as of the date set forth below.

Dated: October 9, 2013

WILD LAW GROUP PLLC



Matthew S. Wild, Esq.
A Member of the Firm
121 Reynolda Village, Suite M
Winston-Salem, North Carolina 27106

- and -

WILD LAW GROUP PLLC
Max Wild, Esq.
98 Distillery Road
Warwick, New York 10990

- and -

WILD LAW GROUP PLLC
John M. Perrin, Esq.
27735 Jefferson Avenue
Saint Clair Shores, Michigan 48081

Counsel to the Settlement Class

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned duly authorized representative of the Applicants as of the date set forth below.

Dated: October 22, 2013

7088418 CANADA INC. o/a
GRANDVIEW ADVISORS

Bruce Robertson
President
39 Wynford Drive
Don Mills, Ontario, Canada M3C 3K5

In its Capacity as the Canadian Court-Appointed Chief Process Supervisor

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned duly authorized representative of the Monitor as of the date set forth below.

Dated: October 22, 2013

ALVAREZ & MARSAL CANADA INC.

Richard Morawetz
Senior Vice President
200 Bay Street, Suite 2900
Toronto, Ontario, Canada M5J 2J1

In its Capacity as the Canadian Court-Appointed Monitor and Authorized Foreign Representative of the Applicants

EXHIBIT C

Preliminary Approval Notice

Legal Notice

If You Bought Packaged Ice From a Retailer

Your Rights May Be Affected by a Proposed Class Action Settlement

A class action lawsuit alleges that Arctic Glacier, Home City Ice, and Reddy Ice (collectively, the "Companies") conspired to fix and raise the price consumers paid for packaged ice. "Packaged Ice" is ice sold in bags. There is a proposed settlement (the "Proposed Settlement") of a bankruptcy proof of claim based on the class action lawsuit with one of the Companies, Arctic Glacier. Home City Ice and Reddy Ice previously agreed to separate settlements.

The Court's Fairness Hearing: The United Sates Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") will hold a hearing on **February 27, 2014 at 10:00 a.m. (ET)** to consider whether to approve the Proposed Settlement. At the hearing, the Bankruptcy Court will also consider whether to approve Class Counsel's request for attorneys' fees in an amount not to exceed 33 and 1/3% of the Maximum Settlement Amount, plus attorneys' costs not to exceed $350,000, and a $1,000 payment to each named plaintiff.

Who Is Included? If the Proposed Settlement is approved by the Bankruptcy Court, you will be a member of the "Settlement Class" if you bought Packaged Ice: (I) made by any of the Companies between January 1, 2001 and March 6, 2008 (the "Settlement Class Period") in any of the following states: (a) Arizona; (b) California; (c) Iowa; (d) Kansas; (e) Maine; (f) Massachusetts; (g) Michigan; (h) Minnesota; (i) Mississippi; (j) Nebraska; (k) Nevada; (*l*) New Mexico; (m) New York; (n) North Carolina; (o) Tennessee; and/or (p) Wisconsin (collectively, the "Claims States"); and (II) from a retailer – such as a grocery store, convenience store, or gas station. You are not included if you only bought ice directly from one of the Companies or only in a location other than the Claims States.

What Does The Proposed Settlement Provide? The Proposed Settlement provides for cash payments of an aggregate amount not to exceed $3,950,000 (the "Maximum Settlement Amount") in exchange for the Settlement Class' release of certain claims against Arctic Glacier and certain other parties. Members of the Settlement Class who submit a "Claim Form" may be entitled to receive cash in the amount of $6.00 for claiming purchase of three or more bags of Packaged Ice. To receive more than $6.00, members of the Settlement Class must claim purchases of more than ten bags of Packaged Ice, with proof of purchase for each bag of Packaged Ice exceeding 10 bags. Holders of approved claims will receive $6.00 for the first ten bags and $0.60 for each additional bag. Payment amounts may be reduced proportionally under certain circumstances. For more information concerning the terms of the Proposed Settlement, please visit www.arcticindirectpurchaser.com; www.wildlawgroup.com; or http://www.amcanadadocs.com/arcticglacier; or call toll free (855) 226-8304.

What Are Your Options? If the Proposed Settlement is approved by the Bankruptcy Court, you will be legally bound by it and will forfeit your right to sue Arctic Glacier and certain other parties for any claim released by the Proposed Settlement. If you do not want to be legally bound by the Proposed Settlement or do not want to release your claims, you must exclude yourself in writing to Arctic Glacier Settlement Processing Center, c/o UpShot Services LLC, 7808 Cherry Creek South Drive, Suite 112, Denver, CO 80231 so that it is actually received no later than **February 20, 2014**

at 4:00 p.m. (ET). If you choose to exclude yourself, you must do so at your own risk and expense (including the risk that any new lawsuit is already barred by certain orders made in Arctic Glacier's bankruptcy proceedings). If you do not exclude yourself, you may object to the Proposed Settlement or you or your lawyer may appear and speak at the hearing – at your own cost. The deadline to submit objections is **February 20, 2014 at 4:00 p.m. (ET)**. For more information concerning your options, please visit www.arcticindirectpurchaser.com; www.wildlawgroup.com; or http://www.amcanadadocs.com/arcticglacier; or call toll free (855) 226-8304.

How Do You Ask For A Cash Payment? If the Bankruptcy Court approves the Proposed Settlement, Claim Forms will be available at www.arcticindirectpurchaser.com; www.wildlawgroup.com; or http://www.amcanadadocs.com/arcticglacier; or call toll free (855) 226-8304.

How Do You Get More Information? Visit www.arcticindirectpurchaser.com; www.wildlawgroup.com; or http://www.amcanadadocs.com/arcticglacier; or call toll free (855) 226-8304.

EXHIBIT D

Long Form Notice

NOTICE

TO: ALL INDIVIDUALS AND BUSINESSES WHO PURCHASED PACKAGED ICE FROM A RETAILER (*E.G.*, SUPERMARKET, GROCERY STORE OR GAS STATION) MADE BY ARCTIC GLACIER INC., ARCTIC GLACIER INTERNATIONAL INC., ARCTIC GLACIER INCOME FUND, THE HOME CITY ICE COMPANY, REDDY ICE CORPORATION, OR REDDY ICE HOLDINGS, INC., OR THEIR SUBSIDIARIES OR AFFILIATES (INCLUDING ALL PREDECESSORS THEREOF) (COLLECTIVELY, THE "DEFENDANTS") AT ANY TIME DURING THE PERIOD FROM JANUARY 1, 2001 TO MARCH 6, 2008.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED BY A SETTLEMENT OF A PROOF OF CLAIM BASED UPON A CLASS ACTION LAWSUIT.

THIS NOTICE (THIS "NOTICE") IS GIVEN PURSUANT RULE 7023 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND AN ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE "BANKRUPTCY COURT"). THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF A SETTLEMENT THAT HAS BEEN REACHED, SUBJECT TO BANKRUTCY COURT APPROVAL, BETWEEN ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., AND ARCTIC GLACIER INTERNATIONAL INC. (THE "APPLICANT DEFENDANTS") AND A CONDITIONAL SETTLEMENT CLASS (THE "SETTLEMENT CLASS") OF INDIRECT PURCHASERS OF ICE SOLD IN BAGS ("PACKAGED ICE") MANUFACTURED BY THE APPLICANT DEFENDANTS.

THE APPLICANT DEFENDANTS DENY LIABILITY IN THIS MATTER BUT HAVE AGREED TO SETTLE TO AVOID THE COSTS AND RISKS ASSOCIATED WITH FURTHER LITIGATION.

MEMBERS OF THE SETTLEMENT CLASS ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE MATTERS DESCRIBED IN THIS NOTICE.

MEMBERS OF THE SETTLEMENT CLASS SHOULD NOT CONSTRUE THE CONTENTS OF THIS NOTICE AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH PERSON READING THIS NOTICE SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS NOTICE AND THE PROPOSED SETTLEMENT AGREEMENT DESCRIBED HEREIN.

CAPITALIZED TERMS USED BUT NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THOSE TERMS IN THE PROPOSED SETTLEMENT AGREEMENT.

THE MULTIDISTRICT LITIGTION

In 2008 and thereafter, various putative class actions brought by indirect purchasers of Packaged Ice against the Applicant Defendants, as well as other Defendants, were consolidated for pre-trial

purposes in the multidistrict litigation ("MDL") captioned *In re Packaged Ice Antitrust Litig.*, No. 07-md-1952 (E.D. Mich.). On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the "MDL Court"), appointed Matthew S. Wild and Max Wild as interim lead counsel and appointed John M. Perrin as liaison counsel for the putative indirect purchaser class. On September 15, 2009, certain plaintiffs filed an Amended Class Action Complaint against the Defendants (the "Action"). Plaintiffs allege that the Defendants violated the antitrust laws by conspiring to raise, fix, maintain or stabilize the price of Packaged Ice and/or allocate markets and customers. Plaintiffs further allege that as a result of the conspiracy, they and other indirect purchasers of Packaged Ice have been injured by paying more for Packaged Ice than they would have paid in the absence of the illegal conduct. Plaintiffs seek damages and injunctive relief together with reimbursement of costs and an award of attorneys' fees. On May 25, 2011, certain plaintiffs filed a Consolidated Class Action Complaint. On December 12, 2011, the MDL Court granted in part, and denied in part, Defendants' motions to dismiss the Consolidated Class Action Complaint. Certain plaintiffs (who were denied the ability to join the Action) then filed suits in various federal courts, which were transferred to the MDL.

Defendants deny plaintiffs' allegations. At this time, neither plaintiffs nor Defendants have proven their claims or defenses. The MDL Court has expressed no opinion as to whether plaintiffs' allegations are correct or whether Defendants have engaged in any wrongdoing.

ARCTIC GLACIER IS IN BANKRUPTCY

On February 22, 2012, the Applicant Defendants (together with each of their affiliates, the "Debtors") commenced a proceeding under Canada's *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and the Court of Queen's Bench Winnipeg Centre (the "Canadian Court") entered an initial order, pursuant to the CCAA, providing various forms of relief thereunder, including a stay of proceedings and claim enforcement against the Debtors and their property. Also on February 22, 2012, Alvarez & Marsal Canada Inc., in its capacity as the Canadian Court-appointed monitor and authorized foreign representative of the Debtors (the "Monitor") commenced proceedings (the "Chapter 15 Cases") for the Debtors under chapter 15 of title 11 of the United States Code (the "Bankruptcy Code") by filing with the Bankruptcy Court verified petitions on behalf of each of the Debtors.

On February 23, 2012, the Bankruptcy Court entered the *Order Granting Provisional Relief* [Docket No. 28], providing for, among other things, a stay of all proceedings and claim enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL. On March 16, 2012, the Bankruptcy Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], pursuant to which the Bankruptcy Court granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, thereby extending during the pendency of the Chapter 15 Cases a stay of all proceedings and claim enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL.

Following the completion of a Sale and Investor Solicitation Process, on June 21, 2012, the Canadian Court entered the *Sale Approval and Vesting Order* (as amended and restated, the

"CCAA Vesting Order"), pursuant to which the Canadian Court authorized and approved a sale of substantially all of the Debtors' assets free and clear of all Claims and Encumbrances (as defined in the CCAA Vesting Order) to the Purchaser (as defined in the CCAA Vesting Order). On July 17, 2012, the Bankruptcy Court entered the *Order Pursuant to Sections 105(A), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014 (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 126] recognizing and giving full force and effect in the United States to the CCAA Vesting Order. The Purchaser is not a party to the Settlement nor is it affiliated with the Debtors; however, the Purchaser continues to operate the Debtors' business under the Arctic Glacier trade name.

On September 5, 2012, the Canadian Court entered the *Claims Procedure Order* (the "Claims Procedure Order") (a) establishing procedures for the submission of claims against the Debtors and their directors, officers, and trustees, and (b) setting a bar date of October 31, 2012. On September 14, 2012, the Bankruptcy Court entered an Order [Docket No. 166] (the "Claims Procedure Recognition Order") recognizing and giving full force and effect in the United States to the Claims Procedure Order.

In accordance with the Claims Procedure Order and the Claims Procedure Recognition Order, the Monitor has received a timely proof of claim, dated November 5, 2012, submitted by the Wild Law Group PLLC ("Class Counsel") on behalf of the Settlement Class (the "Proof of Claim"), which asserts an unsecured claim in the estimated amount of "at least $463,577,602" against the Applicant Defendants.

Following the filing of the Proof of Claim, the Monitor, the Debtors, and Class Counsel, on behalf of the Settlement Class (as defined below), negotiated the terms of a settlement agreement (the "Proposed Settlement Agreement") resolving the issues raised by the Proof of Claim (including any other claim asserted by the Settlement Class against any of the Applicant Defendants or their former employees in the MDL). The Proposed Settlement Agreement has not been approved by the Bankruptcy Court.

Copies of the pleadings described above can be obtained, free of charge, at www.kccllc.net/ArcticGlacier and http://www.amcanadadocs.com/arcticglacier.

TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

THE PROPOSED SETTLEMENT AGREEMENT IS SUBJECT TO BANKRUTPCY COURT APPROVAL. IF THE PROPOSED SETTLEMENT AGREEMENT IS FULLY CONSUMMATED, MEMBERS OF THE SETTLEMENT CLASS WHO DO NOT SUBMIT OPT-OUT LETTERS ("OPT-OUT LETTERS") IN ACCORDANCE WITH THE PROCEDURES DESCRIBED HEREIN WILL BE BOUND BY THE TERMS OF THE PROPOSED SETTLEMENT AGREEMENT.

The Proposed Settlement Agreement provides for cash payments in an amount not to exceed $3,950,000 (the "Maximum Settlement Amount") in exchange for the Settlement Class' release

of certain claims against Arctic Glacier and certain other parties. If the Bankruptcy Court approves the Proposed Settlement Agreement, members of the Settlement Class who purchased at least 3 bags of Packaged Ice and submit a "Claim Form" may be entitled to receive cash in the amount of $6.00 for claiming purchase of three or more bags of Packaged Ice. To receive more than $6.00, members of the Settlement Class must claim purchases of more than ten bags of Packaged Ice, with proof of purchase for each bag of Packaged Ice exceeding 10 bags. Holders of approved claims will receive $6.00 for the first ten bags and $0.60 for each additional bag. Payment amounts may be reduced proportionally under certain circumstances detailed in Sections 2.45 and 5.1.1(iv) of the Proposed Settlement Agreement. Copies of the Proposed Settlement Agreement can be obtained, free of charge, at www.arcticindirectpurchaser.com.

INSTRUCTIONS CONCERNING THE PROCEDURES FOR SUBMISSION OF CLAIM FORMS WILL BE PROVIDED UPON THE BANKRUPTCY COURT'S FINAL APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT.

A. The Proposed Settlement Agreement Contains Releases of Claims

Section 9.1 of the Proposed Settlement Agreement provides that:

> *Upon final consummation of the Proposed Settlement Agreement, Settlement Class Members, other than those who submit timely and valid Opt-Out Letters, (collectively, the "Releasing Settlement Class Members") shall irrevocably and permanently release and shall be deemed to have forever released, waived, and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities, including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of (a) the facts and circumstances relating to the MDL and/or the Proof of Claim, (b) the Applicants commencing the Canadian Proceeding or the Chapter 15 Cases, or (c) the Agreement being consummated, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Payment Date in any way relating to any Released Party arising out of or related to clauses (a) through (c) immediately above, including, without implied limitation, all claims for attorneys' fees and costs incurred by Releasing Settlement Class Members and by Class Counsel in connection with the MDL and the Proof of Claim, and the settlement thereof (collectively, the "Released Claims"). For the sake of clarity, the Released Claims shall not include claims for the purchase of packaged ice directly from one or more of the Defendants in the MDL, personal injury or property damage.*

Section 2.54 of the Proposed Settlement Agreement defines "Released Parties" as:

> *The Applicants, 70888418 Canada, Inc. (o/a Grandview Advisors), the Monitor, and any of their respective current or former direct or indirect subsidiaries, parent entities, affiliates, predecessors, insurers, agents, counsel, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders, including without implied limitation Frank Larson, Keith Corbin, and Gary Cooley, including their respective pension, profit sharing, savings, health, and other employee benefit plans, or personal or other assets of any nature, and those plans' respective trustees, administrators, and fiduciaries. For the sake of clarity, The Home City Ice Company, Reddy Ice Corporation, and Reddy Ice Holdings Inc. are not Released Parties.*

Section 9.2 of the Proposed Settlement Agreement provides that:

> *In exchange for the good and valuable consideration set forth herein, the Releasing Settlement Class Members waive any and all rights or benefits that they as individuals or the classes may now have in connection with the Released Claims under the terms of Section 1542(a) of the California Civil Code (or similar statute or common law rule in effect in any other jurisdiction), which provides as follows:*
>
> *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 DEBTOR.*

IF YOU DO NOT WANT TO GRANT THE RELEASES DESCRIBED ABOVE, YOU MUST SUBMIT A VALID AND TIMELY OPT-OUT LETTER AND/OR PREVAIL ON AN OBJECTION TO THE BANKRUPTCY COURT'S APPROVAL OF THE RELEASES. THE PROCEDURES FOR SUBMITTING AN OPT-OUT LETTER AND/OR FILING AN OBJECTION ARE PROVIDED HEREIN.

B. The Proposed Settlement Agreement Contains Exculpations

If the Proposed Settlement Agreement is approved, you will be bound by the terms of certain exculpations, regardless of whether you submit a timely or valid Opt-Out Letter. Section 9.3 of the Proposed Settlement Agreement provides that:

> *None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of this Agreement,*

including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.

Section 2.33 of the Settlement Agreement defines "Exculpated Parties" as:

(a) the Applicants and their respective directors, officers, employees, counsel, financial advisors, the 70888418 Canada, Inc. (o/a Grandview Advisors), and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such; and (b) the Monitor and its directors, officers, employees, counsel, financial advisors, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such.

C. The Proposed Settlement Agreement Provides for the Payment of Attorneys' Fees and Attorney's Costs

Class Counsel intends to seek an award of Attorneys' Fees in the future not to exceed 33 1/3% of the Maximum Settlement Amount, and reimbursement of their Attorneys' Costs in an amount not to exceed $350,000. The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks an award of Attorneys' Fees or Attorneys' Costs and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

D. The Proposed Settlement Agreement Provides for the Payment of Incentive Awards

Class Counsel intends to seek an Incentive Award (as defined in the Proposed Settlement Agreement) of $1,000 for each of the twenty (20) Named Plaintiffs (as defined in the Proposed Settlement Agreement). The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks the Incentive Awards and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

E. There are Conditions to the Consummation of the Proposed Settlement Agreement

The Proposed Settlement Agreement must be fully consummated before you are legally bound by it. As described more fully in Section 8 of the Settlement Agreement, certain conditions must be satisfied before the Proposed Settlement Agreement is fully consummated:

(a) The Canadian Approval Order shall have been entered and shall have become a Final Order;

(b) The Preliminary Approval Order shall have been entered and shall have become a Final Order;

(c) The U.S. Approval Order shall have been entered and shall have become a Final Order;

(d) All Claims of Settlement Class Members who submitted Claim Forms have been resolved by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 of the Proposed Settlement Agreement has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of the Proposed Settlement Agreement);

(e) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicants, concerning the Claim Amount; and

(f) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

THE CANADIAN COURT AUTHORIZED THE DEBTORS TO ENTER INTO THE PROPOSED SETTLEMENT AGREEMENT

On October 16, 2013, the Canadian Court entered the *Order*, (the "Canadian Approval Order"), which, among other things, granted the Debtors the authority to enter into the Settlement Agreement subject to approval by the Bankruptcy Court.

Copies of the Canadian Approval Order can be obtained, free of charge, at www.arcticindirectpurchaser.com.

THE BANKRUPTCY COURT ENTERED THE PRELIMINARY APPROVAL ORDER

On November [__], 2013, the Bankruptcy Court entered the *Order Pursuant to Sections 105(a), 363(b), 1501, 1520, and 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014, and 9019 Recognizing and Enforcing the Canadian Approval Order and Granting Certain Preliminary Approvals in Connection with the Agreement Settling the Claims of Indirect Purchasers* [Docket No. ___] (the "Preliminary Approval Order"). Pursuant to the Preliminary Approval Order, the Bankruptcy Court, among other things: (a) recognized and enforced the Canadian Approval Order, (b) scheduled a hearing to consider (i) whether the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the Settlement Agreement on a final basis; (c) approved Class Counsel as counsel for the Settlement Class; (d) certified the Settlement Class as a conditional settlement class; (e) approved the procedures for submission of Opt-Out Letters and/or objections; (f) approved the Claim Form; and (g) approved the engagement of a claims administrator.

Copies of the Canadian Approval Order can be obtained, free of charge, at www.arcticindirectpurchaser.com.

A. The Preliminary Approval Order Certified a Conditional Settlement Class

Pursuant to the Preliminary Approval Order, the Settlement Class is defined as:

> All purchasers of Packaged Ice who purchased Packaged Ice in Arizona, California, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, Tennessee, and/or Wisconsin indirectly from any of the Defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time between January 1, 2001 and March 6, 2008.
>
> Excluded from the Settlement Class are any governmental entities and Defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, Defendants' alleged co-conspirators, and the Released Parties (as defined below).

B. The Bankruptcy Court has Scheduled a Hearing to Consider Final Approval of the Proposed Settlement Agreement

The Bankruptcy Court will hold a hearing (the "Final Hearing") on **February 27, 2014, at 10:00 a.m. (prevailing Eastern Time)** at 824 Market Street, 3rd Floor, Wilmington, DE 19801, to determine whether the Proposed Settlement Agreement should be approved as fair, reasonable and adequate. If you wish to receive additional notices concerning the Final Hearing, you must file a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. If you do not object to the Settlement, you need not appear at the Final Hearing. The Final Hearing may be adjourned from time to time without further notice other than adjournments announced in open court or notice filed on the docket of the Chapter 15 Cases.

IF ANY OBJECTION TO THE PROPOSED SETTLEMENT AGREEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED BELOW, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE PROPOSED SETTLEMENT AGREEMENT AND MAY NOT BE HEARD AT THE FAIRNESS HEARING.

PROTECTING YOUR RIGHTS

If you believe you are a member of the Settlement Class, your rights may be affected by the Proposed Settlement Agreement. Your legal rights and options with respect to the Proposed Settlement Agreement are outlined below.

A. Remaining in the Settlement Class

The Monitor, the Debtors, and Class Counsel urge you to remain in the Settlement Class and, if the Bankruptcy Court approves the Proposed Settlement Agreement and the Proposed Settlement

Agreement if fully consummated, you may be entitled to the cash benefits described herein. If you choose to remain in the Settlement Class, you will be entitled to participate in a claims process and submit a "Claim Form." If the Bankruptcy Court approves the Proposed Settlement Agreement, a notice that describes the procedures and deadlines for submitting a Claim Form will be provided.

BY REMAINING IN THE SETTLEMENT CLASS, YOU WILL BE GIVING UP YOUR RIGHT TO SUE, TO CONTINUE TO SUE, TO BE PART OF ANY OTHER LAWSUIT, OR TO SUE IN THE FUTURE, THE APPLICANT DEFENDANTS OR THE OTHER RELEASED PARTIES ON ACCOUNT OF THE RELEASED CLAIMS.

B. Excluding Yourself from the Settlement Class

IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU MUST DO SO AT YOUR OWN RISK AND EXPENSE, INCLUDING THE RISK THAT ANY NEW LAWSUIT IS ALREADY BARRED BY THE CLAIMS PROCEDURE ORDER AND THE CLAIMS PROCEDURE RECOGNITION ORDER.

You may choose to exclude yourself from the Settlement Class by mailing an Opt-Out Letter in the manner provided below, in which case you will not be bound by the release of claims in the Proposed Settlement Agreement nor will you be entitled to receive any cash benefit.

To exclude yourself from the Settlement Class, you must submit an Opt-Out Letter. Opt-Out Letters must be submitted to the Claims Administrator at Arctic Glacier Settlement Processing Center, c/o UpShot Services LLC, 7808 Cherry Creek South Drive, Suite 112, Denver, CO 80231 so as to be actually received by the Claims Administrator on or before **February 20, 2014 at 4:00 p.m. (prevailing Eastern Time)**. You must provide your name, address, and email address.

C. Objecting to the Proposed Settlement Agreement

Any member of the Settlement Class who wishes to object to the terms of the Proposed Settlement Agreement must do so in writing. Objections to the Settlement Agreement must be filed on or before **February 20, 2014 at 4:00 p.m. (prevailing Eastern Time)** (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, objections to the Proposed Settlement Agreement must be served so as to be actually received by the following parties on or before the Response Deadline: (i) Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Toronto, Ontario, Canada M5J 2J1 (Attn: Richard Morawetz & Melanie MacKenzie); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman & Jeremy Dacks); (iii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, & Jeffrey Korn); (iv) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn); (iv) Jones Day, 77 West Wacker Drive, Suite 3500, Chicago, Illinois 60601 (Attn: Paula W. Render); (v) McCarthy Tétrault LLP, TD Bank Tower, Suite 5300, Box 48, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village, Suite M,

Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); Wild Law Group PLLC, 319 N. Gratiot Avenue, Mt. Clemens, Michigan 48043 (Attn: John M. Perrin); and Cross & Simon, LLC, 913 North Market Street, 11th Floor, Wilmington, Delaware 19899-1380 (Attn: Christopher P. Simon).

ADDITIONAL INFORMATION

If you have questions concerning this Notice or the Action or would like copies of any of the documents referenced in this Notice, please contact:

Arctic Glacier Settlement Processing Center
c/o UpShot Services LLC
7808 Cherry Creek South Drive, Suite 112
Denver, CO 80231
Email: info@arcticindirectpurchaser.com
Toll Free: (855) 226-8304
Fax: (720) 249-0882

EXHIBIT E

Claim Form

In re Arctic Glacier International Inc., et al.
Case No. 12-10605 (KG) (U.S. Bankruptcy Court, D. Del.) Jointly Administered

IF YOU BOUGHT PACKAGED ICE FROM A RETAILER
Your Rights May Be Affected By A Court Approved Settlement

This Notice is provided pursuant to Bankruptcy Rule 7023 and an Order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). A class action lawsuit alleges that Arctic Glacier, Home City Ice, and Reddy Ice (the "Companies") conspired to fix and raise the price consumers paid for packaged ice. "Packaged Ice" is ice sold in bags. On [____], the Bankruptcy Court approved a settlement of a bankruptcy proof of claim based on the lawsuit against one of the Companies, Arctic Glacier (the "Settlement"). Home City Ice and Reddy Ice previously agreed to separate settlements.

Pursuant to the Settlement, you may be entitled to a cash payment if you bought from a retailer Packaged Ice made by Arctic Glacier, Home City Ice, or Reddy Ice (or any of their subsidiaries or predecessors) between January 1, 2001 and March 6, 2008 (the "Settlement Period") in any of the following states: AZ, CA, IA, KS, ME, MA, MI, MN, MS, NE, NV, NM, NY, NC, TN, or WI (collectively, the "Claims States"). Copies of the Order approving the Settlement, as well as notices describing in full the procedures for submission of a Claim Form may be obtained, free of charge, at www.arcticindirectpurchaser.com; www.icesettlements.com; or www.amcanadadocs.com/articglacier/pages/index.aspx.

TO RECEIVE A CASH PAYMENT, YOU MUST COMPLETE, SIGN AND RETURN THE CLAIM FORM PROVIDED BELOW, WHICH MUST BE POSTMARKED OR HAND DELIVERED, OR SUBMITTED VIA EMAIL OR FACSIMILE, SO THAT IT IS ACTUALLY RECEIVED NO LATER THAN *MONTH 00, 2014* at ____] AT THE ADDRESS BELOW.

CLAIM FORM

PLEASE SUBMIT YOUR COMPLETED CLAIM FORM ONLINE AT www.arcticindirectpurchaser.com **OR MAIL IT TO:**

Arctic Glacier Settlement Processing Center
c/o UpShot Services LLC
7808 Cherry Creek South Drive, Suite 112
Denver, CO 80231
Email: info@arcticindirectpurchaser.com
Toll Free: 855-226-8304
Fax: 720-249-0882

FAILURE TO SUBMIT YOUR COMPLETED CLAIM FORM BY *MONTH 00, 2014* at ____] OR TO PROVIDE THE REQUIRED INFORMATION REQUESTED BELOW MAY RESULT IN THE REJECTION OF YOUR CLAIM. YOU MAY SUBMIT ONLY ONE CLAIM FORM PER HOUSEHOLD.

1. Print Your Name: _____
2. E-Mail: _____
3. Street Address: _____

   City, State and Zip Code: _____
4. Phone Number: (___ ___ ___) ___ ___ ___-___ ___ ___ ___

5. Please state the number of bags of Packaged Ice made by either Arctic Glacier, Home City Ice or Reddy Ice that you purchased from a retailer in the Claims States during the Settlement Period. Please check only one box.

☐ I purchased 3 or more bags; **or**

☐ I purchased more than 10 bags and have proof of purchase – specify total number of bags: _____

TO RECEIVE $6.00 you must claim purchase of three or more bags.

TO RECEIVE MORE THAN $6.00 you must claim purchases of more than ten bags, and provide proof of purchase for each bag in excess of ten bags. You will receive $6.00 for the first ten bags and $0.60 for each additional bag. **Failure to include Proof of Purchase for Claims in excess of ten bags will limit your recovery to ten bags of Packaged Ice. Submission of false or fraudulent claims will result in the Claim being rejected in its entirety**.

I hereby certify, under penalty of perjury, in connection with this federal action, that I purchased the above-referenced number of bags of Packaged Ice stated above.

Dated: ___ ___ / ___ ___ / ___ ___ ___ ___ Signature of Claimant: _____

QUESTIONS? VISIT WWW.ARCTICINDIRECTPURCHASER.COM OR CALL 855-226-8304

EXHIBIT F

Claims Administrator Engagement Letter

upshot
Services LLC

SERVICES AGREEMENT

This agreement for services (the "Services Agreement"), effective as of October 8, 2013, is entered into by and between Alvarez & Marsal Canada Inc., solely in its capacity as the court-appointed monitor and authorized foreign representative of Arctic Glacier Income Fund, et al. (the "Client") and UpShot Services LLC ("UpShot") (together with the Client, the "Parties").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

I. SERVICES

Upshot agrees to provide Client with the services (the "Services") specified in the attached fee structure (as attached hereto as Exhibit A, the "Fee Structure").

II. AGREEMENT TERM

The term of this Services Agreement by and between the Parties shall remain in effect until completion of the Services, unless terminated prior thereto in accordance with procedures specified herein (Section XII).

III. CHARGES FOR SERVICES

a. UpShot shall invoice Client on a monthly basis in arrears for its reasonable and documented fees and expenses incurred in accordance with the Fee Structure. Client is responsible for expenses incurred by UpShot that are not contemplated by or provided only as estimates in the Fee Structure (i.e., expenses associated with media publication, hard-copy document service and/or any other services outside the scope of this engagement requested by the Client and performed by UpShot).

b. Upon execution of this Services Agreement, Client shall pay to UpShot $25,000 (the "Retainer"). The Retainer shall be held in a segregated, non-interest-bearing account in UpShot's name. The Retainer shall be applied against UpShot's first monthly invoice (and any subsequent invoices) until fully extinguished. In the event that the Retainer is not fully extinguished prior to the termination or expiration of this Services Agreement, the unapplied amount shall be promptly returned to Client upon the expiration or termination of this Services Agreement.

c. Unless otherwise agreed to in writing, expenses incurred for media publications shall be paid by Client to UpShot no less than three (3) business days in advance of UpShot's disbursement of such amounts.

IV. PAYMENT FOR SERVICES

a. Should any invoiced amount owed to UpShot in accordance with the Services Agreement be unpaid as of thirty (30) days from the receipt of the invoice, Client agrees to pay a late charge, calculated as one percent (1%) of the total amount unpaid every thirty (30) days. In the event of a dispute regarding invoice amounts, the Client shall provide written notice to UpShot within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any disputed amount.

b. Payments to UpShot may be remitted by Client using either (or both) of the following methods:

i. WIRE TRANSMISSION:
Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Account No.: 9423725226
ABA: 121000248
Beneficiary: UpShot Services LLC
SWIFT BIC - WFBIUS6S

CHECK:
UpShot Services LLC
7808 Cherry Creek South Drive, Suite 112
Denver, CO 80231

V. BANKING PROCEDURES

Unless instructed otherwise by Client, UpShot will establish a non-interest bearing checking account for funds to be distributed to holders of approved claims.

VI. CONFDENTIALITY

a. Data provided to UpShot during the course of term of the Services Agreement by Client or its retained professionals (the "Client Data") shall be maintained confidentially by UpShot in the same manner and at the same level as UpShot safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was required to be disclosed by law, was independently developed by UpShot with or without reference to any Client Data, UpShot shall bear no liability for public disclosure of such data in an amount that exceeds UpShot's applicable insurance coverage.

b. Client accepts full responsibility of such delivery of Client Data to UpShot. UpShot shall have no liability for any liability or obligation of the Client with respect to Client Data prior to UpShot's receipt of such Client Data, including without limitation, any liability arising during the delivery of Client Data to UpShot.

VII. RIGHT OF OWNERSHIP

a. The Parties understand and agree that any and all software programs and other materials furnished by UpShot in accordance with the Services Agreement and/or developed during the terms of this Services Agreement are sole property of UpShot.

b. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished/provided under the Services Agreement.

VIII. DATA INTEGRITY

a. Client is responsible for the integrity and accuracy of all programs or Client Data it provides or gives access to UpShot during the term of the Services Agreement.

b. Client shall institute and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data it provides or gives access to UpShot. Client agrees and represents to UpShot that, prior to delivery of any programs or Client Data to UpShot, that it has full and legal right to transfer/deliver Client Data to UpShot.

IX. SYSTEM IMPROVEMENTS

UpShot reserves the right to make changes in operating procedures/systems, programming languages, application programs and time-period accessibility so long as such changes do not materially interfere with the services provided to Client in accordance with the Services Agreement.

X. DOCUMENT RETENTION

Upon instruction from Client, UpShot will destroy any and all undeliverable mail received on the date that the disposition of the matter is no longer subject to appeal or review. Notwithstanding the foregoing, UpShot will maintain claim forms and other correspondence for one (1) year after the final distribution of fund or benefits (unless Client specifically requests otherwise). UpShot will retain all bank and tax documents for five (5) years after the termination or expiration of this Services Agreement.

XI. LIABILITY LIMITATION

Except for Upshot's gross negligence or wilful misconduct, Client agrees that UpShot shall not be liable for any actions or omissions related to or arising from this Services Agreement in an amount that exceeds Upshot's applicable insurance coverage.

XII. TERMINATION

Services to be provided under this Services Agreement may be terminated by Client upon no less than thirty (30) calendar days' written notice to UpShot. Notwithstanding such termination of Services, the Client shall maintain an obligation to pay UpShot for all outstanding invoices. UpShot may terminate the Services Agreement on no less than thirty (30) calendar days' notice to Client or on no less than seven (7) business days' notice if Client is not current in payment for services rendered in association with the terms of the Services Agreement.

XIII. NOTICE

Any notice required or permitted under the terms of the Services Agreement shall be in writing and delivered by email or overnight courier service to UpShot or Client, as may be the case.

XIV. FORCE MAJEURE

Except for Client's obligation to pay fees, expenses and charges hereunder when due, should performance by the Parties of any of obligations contemplated under the Services Agreement be substantially prevented by any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war-like conditions, or by reason of any other matter beyond the Parties' respective and reasonable control, then such performance shall be excused and the Services Agreement shall be deemed suspended during such disturbance and for a reasonable time thereafter.

XV. NONWAIVER OF RIGHTS

No failure or delay on the part of UpShot or Client in exercising any right hereunder will operate as a waiver of any such right. No waiver of any such rights will be effective absent written notice.

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XVI. JURISDICTION

The Services Agreement will be governed by and construed in accordance with the laws of the State of Delaware and any disputes arising from or related to this agreement shall be heard before the United States Bankruptcy Court for the District of Delaware.

XVII. ATTORNEY FEES

Except as may be provided by applicable law, each Party shall be responsible for its attorneys' fees and costs associated with any dispute arising from or related to this Services Agreement.

XVIII. SEVERABILITY

All clauses and covenants set forth in the Services Agreement are severable. In the event any of them be held invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and the Services Agreement will be interpreted as if such invalid clauses or covenants were not contained therein.

XIX. ASSIGNMENT

This Services Agreement may not be assigned to any non-Party without the other Party's consent. The Services Agreement and the rights and obligations of UpShot and the Client hereunder shall bind and inure to the benefit or any successors or assigns thereto.

XX. NON-SOLICITATION

Client agrees to not directly or indirectly solicit for employment, employ or otherwise retain employees of UpShot during the term of the Services Agreement and for a period of twelve (12) months following termination or expiration of the Services Agreement unless UpShot provides prior written consent to such solicitation or retention.

XXI. ENTIRE AGREEMENT

The Parties agree that the Services Agreement is the complete and exclusive statement of the agreement between the Parties. The Services Agreement is intended to supersede all proposals or prior agreements, oral or written, and all other communications between the Parties relating to thereto.

XXII. NOTICE

Notices to be given or submitted by either party to the other, pursuant to the Services Agreement, shall be sufficiently given if made in writing and sent by hand-delivery, overnight or certified mail (postage pre-paid) or via electronic transmission and addressed as follows:

IF TO UPSHOT:

UPSHOT SERVICES LLC
7808 Cherry Creek South Drive, Suite 112
Denver, CO 80231
Attn: Travis K. Vandell
tvandell@upshotservices.com

Upshot Services LLC

IF TO CLIENT:

Alvarez & Marsal Canada Inc.
200 Bay Street, Suite 2900
Toronto, Ontario, Canada M5J 2J1
Attn: Richard Morawetz
rmorawetz@alvarezandmarsal.com

WITH A COPY TO:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attn: Alex W. Cannon, Esq.
acannon@willkie.com

IN WITNESS HEREOF, the parties have executed the Services Agreement as of the date set forth below.

UPSHOT SERVICES LLC

Name: Travis K. Vandell
Title: CEO & Co-Founder
Date: October 8, 2013

ALVAREZ & MARSAL CANADA INC.
(Solely in its Capacity as Monitor and Foreign Representative)
(in the Arctic Glacier Income Fund et al Proceedings)

Name: Richard Morawetz
Title: Senior Vice President
Date: October 11, 2013

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Exhibit A

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FEE STRUCTURE

SUMMARY

KEY ASSUMPTIONS

Class Size		Unknown (millions)

GUARANTEED PRICING

Up to 20,000 Claims	not to exceed	$78,000
Up to 40,000 Claims	not to exceed	$132,000
Up to 80,000 Claims	not to exceed	$182,000
Over 80,000 Claims	all processing fees waived	

Total claims processing fees and expenses are capped at $182,000, regardless of the volume of claims received.

VARIABLE PRICING

NOTIFICATION[1]

Physical Notices to Known Claimants	$1.25 / claimant (domestic) $2.00 / claimant (int'l)
Publication	USA Today Parade Magazine

STANDARD HOURLY RATES[2]

Director	$175 – 195
Project Manager	$75 – 95
Communications Representative	$45
Processor	$45

FLAT-RATE SCOPE OF SERVICES

CLAIMANT COMMUNICATION

Notice Requests	Unlimited
Number of Incoming Claimant Calls	Unlimited
Calls Managed via IVR	Unlimited
Calls Reaching Communications Representative	Unlimited
Opt-Out Forms Received	Unlimited
Correspondence Received	Unlimited

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1 Notification services available upon request. Pricing to be provided prior to publication.

2 Services requested by Client and performed outside of the scope of engagement to be billed at standard hourly rates.

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CLAIMS PROCESSING	
Total Claim Forms Received	Unlimited
Hard-Copy Forms Received	Unlimited
Online Forms Submitted	Unlimited
Electronic Claim Verification	Unlimited
Deficient Claim Forms	Unlimited
Responses to Deficient Claim Forms	Unlimited
Services Required by Bankruptcy Court Orders	Unlimited
Payments	Unlimited

FLAT RATE PRICE TABLE[3]

No. of Claims Received	Price per Claim
1 to 20,000	$3.90
20,001 to 40,000	$2.70
40,001 to 80,000	$1.25
80,001+	Waived

PUBLICATION ESTIMATE

It is anticipated that publication of notice will occur twice in both Parade Magazine and USA Today. UpShot will procure finalized pricing for such publication and establish Client's consent prior to proceeding therewith.

USA Today

Circulation: 1,662,766

Approximate Price (any two (2) weekdays (non-Friday): $48,300

Parade Magazine

Circulation: 32,500,000

Approximate Price (any two (2) Sundays): $610,000

[3] Flat-rate includes all services described in the Flat-Rate Scope of Services. Services requested by Client and performed outside of the scope of the Services Agreement will be billed at standard hourly rates.