

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 TO 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 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 SETTLEMENT AGREEMENT DESCRIBED HEREIN.

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

THE MULTIDISTRICT LITIGATION

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 (the “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 "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). On February 27, 2014, the Bankruptcy Court approved the Settlement Agreement as being fair, reasonable, and adequate as to all members of the Settlement Class.

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

THE BANKRUPTCY COURT **CERTIFIED A CONDITIONAL SETTLEMENT CLASS**

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.

TERMS OF THE SETTLEMENT AGREEMENT AND SUBMISSION OF CLAIM FORMS

UNLESS YOU SUBMITTED A VALID AND TIMELY OPT-OUT LETTER, YOU ARE BOUND BY THE TERMS OF THE SETTLEMENT AGREEMENT. IN ORDER TO RECEIVE PAYMENT ON ACCOUNT OF YOUR CLAIM, YOU MUST SUBMIT A CLAIM FORM BY THE DEADLINE AND IN THE MANNER SET FORTH BELOW.

The 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. Members of the Settlement Class who purchased at least three (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 Settlement Agreement. Copies of the Settlement Agreement can be obtained, free of charge, at www.arcticindirectpurchaser.com.

ONLY HOLDERS OF "APPROVED CLAIMS" (AS SUCH TERM IS DEFINED IN THE SETTLEMENT AGREEMENT) WILL BE ENTITLED TO RECEIVE A CASH AWARD.

A. Deadline for Filing a Claim Form

By Order of the Bankruptcy Court, dated February 27, 2014, the last date and time for all members of the Settlement Class to assert a Claim on account of the issues raised by the Indirect Purchaser Claim is **June 12, 2014 at 4:00 p.m. (prevailing Eastern Time)** (the "Submission Deadline").

A Claim Form shall be deemed timely filed only if the Claim Form is mailed and postmarked on or before the Submission Deadline, or if hand-delivered, or transmitted electronically via email or facsimile, so as to be **actually received** by the Claims Administrator on or before the Submission Deadline at:

Arctic Glacier Settlement Processing Center
c/o UpShot Services LLC
7808 Cherry Creek South Drive, Suite 112
Denver, CO 80231
Email: info@arcticindirectpurchaser.com

Fax: (720) 249-0882

A Claim Form must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States; (iii) conform substantially to the Claim Form; (iv) be signed by the Settlement Class Member or if the Settlement Class Member is not an individual, by an authorized agent of the Settlement Class Member; and (v) be executed under penalty of perjury in accordance with 11 U.S.C. §§ 152 and 3571.

Any Settlement Class Member who wishes to receive acknowledgement of receipt of its Claim Form may (i) submit a copy of the Claim Form and a self-addressed stamped envelope to the Claims Administrator along with the original Claim Form; (b) request email confirmation of receipt of its Claim Form; or (c) contact the Claims Administrator at (855) 226-8304.

CLAIM FORMS MAY BE OBTAINED FREE OF CHARGE AT WWW.ARCTICINDIRECTPURCHASER.COM; WWW.WILDLAWGROUP.COM; OR WWW.AMCANADADOCS.COM/ARCTICGLACIER; OR BY CONTACTING THE CLAIMS ADMINISTRATOR AT:

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

B. Consequences of Failure to File a Claim Form

ALL SETTLEMENT CLASS MEMBERS WHO DID NOT SUBMIT A VALID AND TIMELY OPT-OUT LETTER AND FAIL TO SUBMIT A VALID AND TIMELY CLAIM FORM SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY CLAIM AGAINST THE MAXIMUM SETTLEMENT AMOUNT RESERVE, AND THE MONITOR, THE DEBTORS, AND THEIR RESPECTIVE PROPERTY SHALL BE FOREVER DISCHARGED AND RELEASED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM.

C. The Settlement Agreement Contains Releases of Claims

Section 9.1 of the Settlement Agreement provides that:

Upon final consummation of the 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 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 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 DID NOT SUBMIT A VALID AND TIMELY OPT-OUT LETTER, YOU ARE BOUND BY THE RELEASES UPON FINAL CONSUMMATION OF THE SETTLEMENT AGREEMENT.

D. The Settlement Agreement Contains Exculpations

Section 9.3 of the 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.

E. There Are Conditions to the Consummation of the Settlement Agreement

The 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 Settlement Agreement is fully consummated:

- (a) The U.S. Approval Order shall have been entered and shall have become a Final Order;
- (b) 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 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 Settlement Agreement);

- (c) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicant Defendants, concerning the Claim Amount; and
- (d) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

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:

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c/o UpShot Services LLC
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Denver, CO 80231
Email: info@arcticindirectpurchaser.com
Toll Free: (855) 226-8304
Fax: (720) 249-0882