

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 15
	:	
ARCTIC GLACIER INTERNATIONAL INC., <i>et al.</i> , ¹	:	Case No. 12-10605 (KG)
	:	
Debtors in a Foreign Proceeding.	:	(Jointly Administered)
	:	

**CERTIFICATION OF COUNSEL REGARDING STIPULATION
AND ORDER AMONG THE MONITOR, THE DEBTORS, AND THE
UNITED STATES ATTORNEY'S OFFICE FOR THE SOUTHERN DISTRICT
OF OHIO REGARDING MARCH 2010 CRIMINAL JUDGMENT OF
ARCTIC GLACIER INTERNATIONAL, INC.**

Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") for the above-captioned debtors (collectively, the "Debtors"), in a 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 of Winnipeg Centre, hereby certifies as follows:

1. In March of 2008, the Debtors became aware of an investigation by the Antitrust Division of the United States Department of Justice ("Antitrust Division") into possible antitrust violations in the United States packaged ice industry.

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.



2. On October 13, 2009, Arctic Glacier International, Inc. (“AGII”), one of the Debtors, and the Antitrust Division of the Department of Justice (the “DOJ”) entered into an agreement by which AGII pleaded guilty to one charge of market allocation in southeast Michigan and the Detroit, Michigan metropolitan area in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. As part of the agreement, AGII agreed to pay a \$9,000,000 fine in installments over five (5) years, thereby settling all charges (the “Plea Agreement”). The Plea Agreement was accepted by the United States District Court for the Southern District of Ohio on February 11, 2010, and its terms have been reflected in a judgment dated March 3, 2010 in case no. CR-1-09-149 (the “Judgment”).

3. As of the filing of these chapter 15 cases on February 22, 2012, \$7,000,000 of the fine amount set forth in the Judgment was still outstanding (the “Unpaid Fine”);

4. During the week of July 2, 2012, the DOJ contacted the Debtors to discuss the Unpaid Fine and related issues. The Debtors notified the Monitor of the contact on Monday, July 9, 2012, and on that date the Monitor, the Debtors, and the DOJ began extensive discussions to resolve the Unpaid Fine and any other liability of AGII under the Plea Agreement and Judgment.

3. The Monitor and the Debtors have expended considerable time and effort in crafting a stipulation that affords the DOJ’s claim to the unpaid fine amount (including interest) protection. In the proposed stipulation (the “Stipulation”), in the portions to which the parties have agreed, the Unpaid Fine would be paid in full with accrued interest to the extent permissible. In exchange, the Monitor desires finality, namely that AGII shall have no further liability to the DOJ under the Plea Agreement and Judgment generally, not only with respect to

the Unpaid Fine. However, the Monitor and DOJ have been unable to reach a resolution regarding language in the Stipulation relating to finality for AGII (and consequently for the Monitor), namely the provisions set forth in paragraph 5.

4. Attached hereto are the two forms of the Stipulation. The version of the Stipulation that is acceptable to the Monitor is attached hereto as Exhibit 1 and the version last proposed by the DOJ is attached hereto as Exhibit 2. Attached hereto as Exhibit 3 is a redline showing the differences between the two versions.

5. The Monitor hereby submits the two forms of the Stipulation in the hope that the Court may assist the parties in overcoming the impasse they currently find themselves in.

[Remainder of Page Intentionally Left Blank]

Dated: July 17, 2012
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Matthew B. Lunn

Robert S. Brady (No. 2847)
Matthew B. Lunn (No. 4119)
Ryan M. Bartley (No. 4985)
Ian J. Bambrick (No. 5455)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

WILLKIE FARR & GALLAGHER LLP

Marc Abrams
Mary K. Warren
Alex W. Cannon
787 Seventh Avenue
New York, New York 10019-6099
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

*Co-Counsel to the Monitor and
Foreign Representative*

EXHIBIT 1

Monitor's Stipulation

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
	:	
ARCTIC GLACIER INTERNATIONAL INC.,	:	Case No. 12-10605 (KG)
<i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	

STIPULATION AND ORDER AMONG THE MONITOR,
DEBTORS, AND THE UNITED STATES ATTORNEY'S OFFICE FOR
THE SOUTHERN DISTRICT OF OHIO REGARDING
MARCH 2010 CRIMINAL JUDGMENT OF
ARCTIC GLACIER INTERNATIONAL, INC.

THIS STIPULATION AND ORDER (the "Stipulation") by and between Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") for the above-captioned debtors (collectively, the "Debtors") in a 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"), 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) ICEurance 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.

Debtors, and the United States Attorney's Office for the Southern District of Ohio (the "DOJ," and together with the Monitor and the Debtors, the "Parties") is executed as of the date set forth below.

RECITALS

WHEREAS, on February 22, 2012, the Debtors 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 relief thereunder, including, but not limited to a stay of all proceedings against or concerning property of the Debtors;

WHEREAS, on February 22, 2012 (the "Petition Date"), the Monitor commenced these proceedings by filing verified petitions on behalf of the Debtors, pursuant to sections 1504 and 1515 of title 11 of the United States Code (the "Bankruptcy Code"), seeking recognition by this Court of the Canadian Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code;

WHEREAS, on February 23, 2012, this Court entered the *Order Granting Provisional Relief* [Docket No. 28], 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;

WHEREAS, 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, and (b) enforced in full the Initial Order on a permanent basis in the United States;

WHEREAS, on June 21, the Canadian Court entered the CCAA Vesting Order,² pursuant to which the Canadian Court authorized and approved the Sale free and clear of all Claims and Encumbrances, except as otherwise set forth in the Purchase Agreement;

WHEREAS, on June 26, 2012, the Monitor filed the U.S. Sale Motion, requesting that this Court (a) recognize and enforce the CCAA Vesting Order; (b) authorize and approve pursuant to section 363(f) of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the Purchaser, free and clear of all Interests, except as otherwise provided in the Purchase Agreement; (c) authorize and approve, to the extent provided for in the CCAA Vesting Order, the assignment of the Assigned Contracts (as defined in the Purchase Agreement); and (d) grant certain related relief, including payment of the Lender Claims;

WHEREAS, in March of 2008, the Debtors became aware of an investigation by the Antitrust Division of the United States Department of Justice ("Antitrust Division") into possible antitrust violations in the United States packaged ice industry;

WHEREAS, on October 13, 2009, Arctic Glacier International, Inc. ("AGII"), one of the Debtors, and the Antitrust Division entered into an agreement by which AGII pleaded guilty to one charge of market allocation in southeast Michigan and the Detroit, Michigan metropolitan area, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1, and agreed to pay a \$9,000,000 fine in installments over five (5) years, thereby settling all charges (the "Plea Agreement");

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in *Monitor's Motion, Pursuant to Sections 105(a), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014, for Entry of an Order (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. 108] (the "U.S. Sale Motion").

WHEREAS, the Plea Agreement was accepted by the United States District Court for the Southern District of Ohio on February 11, 2010, and its terms have been reflected in a judgment dated March 3, 2010 in case no. CR-1-09-149 (the “Judgment”);

WHEREAS, as a result of the Judgment, pursuant to 18 U.S.C. Section 3613, the United States obtained a lien against all of the assets of AGII; and the DOJ filed a notice of lien concerning the Judgment in Dakota County, State of Minnesota, on August 9, 2010 (the “Notice of Lien”);

WHEREAS, as of the Petition Date, AGII had not paid \$7,000,000 of the fine amount set forth in the Judgment (the “Unpaid Fine”);

WHEREAS, the Parties are entering into this Stipulation in contemplation of and to facilitate the closing of the Sale as contemplated by the Purchase Agreement, whereby the Purchaser has agreed to acquire, in accordance with the terms and conditions of the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale Order, substantially all of the assets of the Debtors; and

WHEREAS, the Parties desire, and by this Stipulation intend, to facilitate payment in full of the Unpaid Fine plus accrued interest to the extent permissible and the satisfaction of any and all continuing liability of any kind whatsoever to the DOJ or the Antitrust Division arising from or related to the Plea Agreement and the Judgment.

AGREEMENT

NOW, THEREFORE, the Parties hereby stipulate and agree, in full and final settlement of any and all claims and causes of action, whether civil or criminal, and whether arising at law or at equity, that the DOJ has or may have against AGII or any of the Debtors, or any of their current or former directors, officers, employees, or any successors or assigns thereof,

including the Purchaser and its Affiliates, arising from or related to the Plea Agreement and the Judgment as follows:

1. The Monitor and the Debtors recognize and agree that pursuant to the Judgment and applicable U.S. statutes regarding criminal fines, the DOJ holds a claim against AGII in the amount of \$7,032,046.96, as of July 9, 2012, inclusive of interest compounding annually until the date of payment of such claim at the federal post-judgment interest rate of 0.34% (the “DOJ Claim”), and that the DOJ Claim is a valid secured claim under applicable U.S. law. The DOJ agrees that it will not seek to impose U.S. statutory penalties for late payment on the DOJ Claim provided that payment is made during the pendency of these Chapter 15 cases.

2. The Deposit

- (a) Upon the closing of the Sale or as soon as reasonably practicable thereafter, the Monitor shall deposit Sale Proceeds in the amount of the DOJ Claim as of July 9, 2012 (the “Deposit”) into an escrow account located in the United States in respect of the DOJ Claim and the Debtors’ obligations under the Judgment (the “Escrow Account”); provided, further, that this Court shall maintain jurisdiction over the Escrow Account.
- (b) The Escrow Account shall be created as a segregated, interest-bearing account, with interest to accrue on such account at a rate of not less than 0.34%, held in the Monitor’s name or in a trust account of the Monitor’s U.S. counsel.
- (c) The Monitor agrees that it shall not transfer or attempt to transfer the Deposit, any portion thereof, or its interest therein, without further order of the Canadian Court and this Court; provided, however, that the foregoing shall not restrict the Monitor from disbursing the Deposit in accordance with this Stipulation.
- (d) The Deposit shall not be subject to any lien, attachment, counterclaim, offset, trustee process, or other judicial process of any person or entity, except as may be provided by any order of the Canadian Court or this Court. Costs of the Escrow Account shall not be deducted from the amount of the DOJ Claim.

3. CCAA Claims Process

- (a) The Monitor and the Debtors agree to propose, consent to, and support the entry of a claims procedure order by the Canadian Court allowing for the filing and assertion of the DOJ Claim in accordance with the terms of this Stipulation and U.S. law. Further, the claims procedure order proposed by the Monitor and the Debtors will state that, as part of the claims procedure, the Monitor will provide the DOJ with a Proof of Claim form setting out that the DOJ has a claim against AGII in the amount of the DOJ Claim and that the DOJ does not need to take any further action to prove the DOJ Claim in the claims procedure unless it wishes to do so.
- (b) The Monitor and the Debtors agree to recommend to the Canadian Court that the DOJ Claim be paid in full as soon as is practicable after the Canadian Court issues an order authorizing the Monitor to distribute proceeds from the Sale to the Debtors' creditors (including the United States) (the "Distribution Order") and after this Court issues an order recognizing and enforcing the Distribution Order.
- (c) Should the Canadian Court deny the DOJ Claim or not authorize payment of the DOJ Claim, in whole or in part, under applicable Canadian law, the DOJ shall have recourse to this Court for a determination pursuant to, without limitation, sections 362(b)(4) and/or 1506 of the Bankruptcy Code, 18 U.S.C. Section 3613, and/or any other applicable U.S. law, and the Monitor and the Debtors shall not oppose any such application by the DOJ to the extent that the relief sought by the DOJ concerns only the DOJ Claim.

4. Distribution of the Deposit

- (a) As soon as is reasonably practicable after the issuance of the Distribution Order and recognition of the Distribution Order by this Court, or after an order of this Court pursuant to section 3(c) above directing the Monitor to pay the DOJ Claim, as applicable, the Monitor shall distribute to the United States the amount of cash from the Escrow Account necessary to satisfy the DOJ Claim in full (the "Settlement Payment").
- (b) Payment of the Settlement Payment shall be made by check or wire transfer according to instructions to be provided by the DOJ to the Monitor.
- (c) Any amounts remaining in the Escrow Account after distribution of the Settlement Payment shall remain in the control and custody of the Monitor and shall be used and/or held in accordance with the terms and conditions of applicable Canadian law.

5. As a condition to the distribution of the Settlement Payment and prior to February 28, 2013, AGII's probation shall be terminated or reduced to time served by order of a U.S. court of competent jurisdiction, and DOJ shall take all steps necessary obtain such order of termination or reduction, in consultation with the Monitor which shall cooperate in all reasonable respects.

6. The DOJ hereby agrees that, upon distribution of the Settlement Payment to the United States, the DOJ shall not assert in any judicial case or proceeding that any of AGII, the other Debtors, their current or former directors, officers, employees, or any successors or assigns thereof, including the Purchaser and its Affiliates, have any further obligations or liability whatsoever to the DOJ or the Antitrust Division with respect to the Plea Agreement and Judgment.

5. This Stipulation is subject to approval by this Court. In the event that this Court does not approve this Stipulation: (a) nothing contained herein shall have any probative value or be used or referred to in any subsequent case, litigation or proceeding; (b) nothing contained herein shall be deemed to be a waiver of any claims or an admission of liability by any Party hereto; and (c) this Stipulation shall be null and void, and all rights of the Parties under U.S. and Canadian law prior to this Stipulation shall be preserved.

6. Except as set forth herein, this Stipulation shall not in any way affect the rights and obligations of the Parties under any other agreements, stipulations or orders of this Court.

7. This Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof. The Parties acknowledge and agree that no statements, promises, or representations have been made by any Party to another Party, or are relied on by any Party, other than those specifically identified in this Stipulation. No conditions precedent to

the effectiveness of this Stipulation exist other than those which may be expressly provided herein. This Stipulation may not be altered, amended, modified or waived in any respect whatsoever, except by order of this Court.

8. This Stipulation addresses only the rights of the United States Attorney's Office for the Southern District of Ohio and the Antitrust Division as those rights relate to the collection of the Unpaid Fine and accrued interest and not the rights of any other component of the Department of Justice or other federal agency for any other purpose.

9. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

10. In addition to the other provisions of this Stipulation, this Court shall retain jurisdiction to enforce this Stipulation and to resolve any dispute concerning the interpretation, validity, construction, or other issue relating to or arising from this Stipulation, including, but not limited to the recognition and enforcement of any Distribution Order of the Canadian Court or other order of the Canadian Court pertaining to the DOJ Claim and the ability of the Monitor to make the Settlement Payment to the United States .

Dated: July __, 2012
Wilmington, Delaware

UNITED STATES DEPARTMENT OF JUSTICE

Ellen Slight
1007 Orange Street
Suite 700
P.O. Box 2046
Wilmington, Delaware 19889

Dated: July __, 2012
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Matthew B. Lunn (No. 4119)
Ryan M. Bartley (No. 4985)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

WILLKIE FARR & GALLAGHER LLP

Marc Abrams
Mary K. Warren
Alex W. Cannon
787 Seventh Avenue
New York, New York 10019-6099
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

*Co-Counsel to the Monitor and
Foreign Representative*

Dated: July __, 2012
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (DE 2732)
Paul N. Heath (DE 3704)
L. Katherine Good (DE 5101)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

JONES DAY
Gregory M. Gordon (TX 08435300)
Daniel P. Winikka (TX 00794873)
Paul M. Green (TX 24059854)
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100

Attorneys for Debtors

SO ORDERED this ____ day
of July 2012.

THE HONORABLE KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

DOJ's Stipulation

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
ARCTIC GLACIER INTERNATIONAL INC.,	:	Case No. 12-10605 (KG)
<i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	

STIPULATION AND ORDER AMONG THE MONITOR,
DEBTORS, AND THE UNITED STATES ATTORNEY'S OFFICE FOR
THE SOUTHERN DISTRICT OF OHIO REGARDING
MARCH 2010 CRIMINAL JUDGMENT OF
ARCTIC GLACIER INTERNATIONAL, INC.

THIS STIPULATION AND ORDER (the "Stipulation") by and between Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") for the above-captioned debtors (collectively, the "Debtors") in a 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"), 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.

Debtors, and the United States Attorney's Office for the Southern District of Ohio (the "DOJ," and together with the Monitor and the Debtors, the "Parties") is executed as of the date set forth below.

RECITALS

WHEREAS, on February 22, 2012, the Debtors 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 relief thereunder, including, but not limited to a stay of all proceedings against or concerning property of the Debtors;

WHEREAS, on February 22, 2012 (the "Petition Date"), the Monitor commenced these proceedings by filing verified petitions on behalf of the Debtors, pursuant to sections 1504 and 1515 of title 11 of the United States Code (the "Bankruptcy Code"), seeking recognition by this Court of the Canadian Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code;

WHEREAS, on February 23, 2012, this Court entered the *Order Granting Provisional Relief* [Docket No. 28], 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;

WHEREAS, 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, and (b) enforced in full the Initial Order on a permanent basis in the United States;

WHEREAS, on June 21, the Canadian Court entered the CCAA Vesting Order,² pursuant to which the Canadian Court authorized and approved the Sale free and clear of all Claims and Encumbrances, except as otherwise set forth in the Purchase Agreement;

WHEREAS, on June 26, 2012, the Monitor filed the U.S. Sale Motion, requesting that this Court (a) recognize and enforce the CCAA Vesting Order; (b) authorize and approve pursuant to section 363(f) of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the Purchaser, free and clear of all Interests, except as otherwise provided in the Purchase Agreement; (c) authorize and approve, to the extent provided for in the CCAA Vesting Order, the assignment of the Assigned Contracts (as defined in the Purchase Agreement); and (d) grant certain related relief, including payment of the Lender Claims;

WHEREAS, in March of 2008, the Debtors became aware of an investigation by the Antitrust Division of the United States Department of Justice ("Antitrust Division") into possible antitrust violations in the United States packaged ice industry;

WHEREAS, on October 13, 2009, Arctic Glacier International, Inc. ("AGII"), one of the Debtors, and the Antitrust Division entered into an agreement by which AGII pleaded guilty to one charge of market allocation in southeast Michigan and the Detroit, Michigan metropolitan area, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1, and agreed to pay a \$9,000,000 fine in installments over five (5) years, thereby settling all charges (the "Plea Agreement");

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Monitor's Motion, Pursuant to Sections 105(a), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014, for Entry of an Order (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. 108] (the "U.S. Sale Motion").

WHEREAS, the Plea Agreement was accepted by the United States District Court for the Southern District of Ohio on February 11, 2010, and its terms have been reflected in a judgment dated March 3, 2010 in case no. CR-1-09-149 (the “Judgment”);

WHEREAS, as a result of the Judgment, pursuant to 18 U.S.C. Section 3613, the United States obtained a lien against all of the assets of AGII; and the DOJ filed a notice of lien concerning the Judgment in Dakota County, State of Minnesota, on August 9, 2010 (the “Notice of Lien”);

WHEREAS, as of the Petition Date, AGII had not paid \$7,000,000 of the fine amount set forth in the Judgment (the “Unpaid Fine”);

WHEREAS, the Parties are entering into this Stipulation in contemplation of and to facilitate the closing of the Sale as contemplated by the Purchase Agreement, whereby the Purchaser has agreed to acquire, in accordance with the terms and conditions of the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale Order, substantially all of the assets of the Debtors; and

WHEREAS, the Parties desire, and by this Stipulation intend, to facilitate payment in full of the Unpaid Fine plus accrued interest to the extent permissible and the satisfaction of any and all continuing liability of any kind whatsoever to the DOJ or the Antitrust Division arising from or related to the Plea Agreement and the Judgment.

AGREEMENT

NOW, THEREFORE, the Parties hereby stipulate and agree, in full and final settlement of any and all claims and causes of action, whether civil or criminal, and whether arising at law or at equity, that the DOJ has or may have against AGII or any of the Debtors, or any of their current or former directors, officers, employees, or any successors or assigns thereof,

including the Purchaser and its Affiliates, arising from or related to the Plea Agreement and the Judgment as follows:

1. The Monitor and the Debtors recognize and agree that pursuant to the Judgment and applicable U.S. statutes regarding criminal fines, the DOJ holds a claim against AGII in the amount of \$7,032,046.96, as of July 9, 2012, inclusive of interest compounding annually until the date of payment of such claim at the federal post-judgment interest rate of 0.34% (the “DOJ Claim”), and that the DOJ Claim is a valid secured claim under applicable U.S. law. The DOJ agrees that it will not seek to impose U.S. statutory penalties for late payment on the DOJ Claim provided that payment is made during the pendency of these Chapter 15 cases.

2. The Deposit

- (a) Upon the closing of the Sale or as soon as reasonably practicable thereafter, the Monitor shall deposit Sale Proceeds in the amount of the DOJ Claim as of July 9, 2012 (the “Deposit”) into an escrow account located in the United States in respect of the DOJ Claim and the Debtors’ obligations under the Judgment (the “Escrow Account”); provided, further, that this Court shall maintain jurisdiction over the Escrow Account.
- (b) The Escrow Account shall be created as a segregated, interest-bearing account, with interest to accrue on such account at a rate of not less than 0.34%, held in the Monitor’s name or in a trust account of the Monitor’s U.S. counsel.
- (c) The Monitor agrees that it shall not transfer or attempt to transfer the Deposit, any portion thereof, or its interest therein, without further order of the Canadian Court and this Court; provided, however, that the foregoing shall not restrict the Monitor from disbursing the Deposit in accordance with this Stipulation.
- (d) The Deposit shall not be subject to any lien, attachment, counterclaim, offset, trustee process, or other judicial process of any person or entity, except as may be provided by any order of the Canadian Court or this Court. Costs of the Escrow Account shall not be deducted from the amount of the DOJ Claim.

3. CCAA Claims Process

- (a) The Monitor and the Debtors agree to propose, consent to, and support the entry of a claims procedure order by the Canadian Court allowing for the filing and assertion of the DOJ Claim in accordance with the terms of this Stipulation and U.S. law. Further, the claims procedure order proposed by the Monitor and the Debtors will state that, as part of the claims procedure, the Monitor will provide the DOJ with a Proof of Claim form setting out that the DOJ has a claim against AGII in the amount of the DOJ Claim and that the DOJ does not need to take any further action to prove the DOJ Claim in the claims procedure unless it wishes to do so.
- (b) The Monitor and the Debtors agree to recommend to the Canadian Court that the DOJ Claim be paid in full as soon as is practicable after the Canadian Court issues an order authorizing the Monitor to distribute proceeds from the Sale to the Debtors' creditors (including the United States) (the "Distribution Order") and after this Court issues an order recognizing and enforcing the Distribution Order.
- (c) Should the Canadian Court deny the DOJ Claim or not authorize payment of the DOJ Claim, in whole or in part, under applicable Canadian law, the DOJ shall have recourse to this Court for a determination pursuant to, without limitation, sections 362(b)(4) and/or 1506 of the Bankruptcy Code, 18 U.S.C. Section 3613, and/or any other applicable U.S. law, and the Monitor and the Debtors shall not oppose any such application by the DOJ to the extent that the relief sought by the DOJ concerns only the DOJ Claim.

4. Distribution of the Deposit

- (a) As soon as is reasonably practicable after the issuance of the Distribution Order and recognition of the Distribution Order by this Court, or after an order of this Court pursuant to section 3(c) above directing the Monitor to pay the DOJ Claim, as applicable, the Monitor shall distribute to the United States the amount of cash from the Escrow Account necessary to satisfy the DOJ Claim in full (the "Settlement Payment").
- (b) Payment of the Settlement Payment shall be made by check or wire transfer according to instructions to be provided by the DOJ to the Monitor.
- (c) Any amounts remaining in the Escrow Account after distribution of the Settlement Payment shall remain in the control and custody of the Monitor and shall be used and/or held in accordance with the terms and conditions of applicable Canadian law.

5. The DOJ hereby agrees that, upon distribution of the Settlement Payment to the United States, (a) the DOJ shall take all steps necessary to notify all relevant judicial and legal authorities that AGII has satisfied fully the terms of the payment of the DOJ Claim in accordance with the terms of the Plea Agreement and the Judgment; and (b) the DOJ shall not assert in any judicial case or proceeding that any of AGII, the other Debtors, their current or former directors, officers, employees, or any successors or assigns thereof, including the Purchaser and its Affiliates, have any further obligations or liability whatsoever to the DOJ or the Antitrust Division with respect to the Plea Agreement and Judgment.

6. This Stipulation is subject to approval by this Court. In the event that this Court does not approve this Stipulation: (a) nothing contained herein shall have any probative value or be used or referred to in any subsequent case, litigation or proceeding; (b) nothing contained herein shall be deemed to be a waiver of any claims or an admission of liability by any Party hereto; and (c) this Stipulation shall be null and void, and all rights of the Parties under U.S. and Canadian law prior to this Stipulation shall be preserved.

7. Except as set forth herein, this Stipulation shall not in any way affect the rights and obligations of the Parties under any other agreements, stipulations or orders of this Court.

8. This Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof. The Parties acknowledge and agree that no statements, promises, or representations have been made by any Party to another Party, or are relied on by any Party, other than those specifically identified in this Stipulation. No conditions precedent to the effectiveness of this Stipulation exist other than those which may be expressly provided

herein. This Stipulation may not be altered, amended, modified or waived in any respect whatsoever, except by order of this Court.

9. This Stipulation addresses only the rights of the United States Attorney's Office for the Southern District of Ohio and the Antitrust Division as those rights relate to the collection of the Unpaid Fine and accrued interest and not the rights of any other component of the Department of Justice or other federal agency for any other purpose.

10. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

11. In addition to the other provisions of this Stipulation, this Court shall retain jurisdiction to enforce this Stipulation and to resolve any dispute concerning the interpretation, validity, construction, or other issue relating to or arising from this Stipulation, including, but not limited to the recognition and enforcement of any Distribution Order of the Canadian Court or other order of the Canadian Court pertaining to the DOJ Claim and the ability of the Monitor to make the Settlement Payment to the United States .

Dated: July __, 2012
Wilmington, Delaware

UNITED STATES DEPARTMENT OF JUSTICE

Ellen Slights
1007 Orange Street
Suite 700
P.O. Box 2046
Wilmington, Delaware 19889

Dated: July __, 2012
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Matthew B. Lunn (No. 4119)
Ryan M. Bartley (No. 4985)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

WILLKIE FARR & GALLAGHER LLP
Marc Abrams
Mary K. Warren
Alex W. Cannon
787 Seventh Avenue
New York, New York 10019-6099
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

*Co-Counsel to the Monitor and
Foreign Representative*

Dated: July __, 2012
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (DE 2732)
Paul N. Heath (DE 3704)
L. Katherine Good (DE 5101)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

JONES DAY
Gregory M. Gordon (TX 08435300)
Daniel P. Winikka (TX 00794873)
Paul M. Green (TX 24059854)
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100

Attorneys for Debtors

SO ORDERED this ____ day
of July 2012.

THE HONORABLE KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 3

Blackline

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
	:	
ARCTIC GLACIER INTERNATIONAL INC.,	:	Case No. 12-10605 (KG)
<i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors in a Foreign Proceeding.	:	

STIPULATION AND ORDER AMONG THE MONITOR,
DEBTORS, AND THE UNITED STATES ATTORNEY'S OFFICE FOR
THE SOUTHERN DISTRICT OF OHIO REGARDING
MARCH 2010 CRIMINAL JUDGMENT OF
ARCTIC GLACIER INTERNATIONAL, INC.

THIS STIPULATION AND ORDER (the "Stipulation") by and between Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") for the above-captioned debtors (collectively, the "Debtors") in a 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"), the Debtors, and the United States Attorney's Office for the Southern District of Ohio (the "DOJ,"

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.

and together with the Monitor and the Debtors, the “Parties”) is executed as of the date set forth below.

RECITALS

WHEREAS, on February 22, 2012, the Debtors 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 relief thereunder, including, but not limited to a stay of all proceedings against or concerning property of the Debtors;

WHEREAS, on February 22, 2012 (the “Petition Date”), the Monitor commenced these proceedings by filing verified petitions on behalf of the Debtors, pursuant to sections 1504 and 1515 of title 11 of the United States Code (the “Bankruptcy Code”), seeking recognition by this Court of the Canadian Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code;

WHEREAS, on February 23, 2012, this Court entered the *Order Granting Provisional Relief* [Docket No. 28], 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;

WHEREAS, 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, and (b) enforced in full the Initial Order on a permanent basis in the United States;

WHEREAS, on June 21, the Canadian Court entered the CCAA Vesting Order,² pursuant to which the Canadian Court authorized and approved the Sale free and clear of all Claims and Encumbrances, except as otherwise set forth in the Purchase Agreement;

WHEREAS, on June 26, 2012, the Monitor filed the U.S. Sale Motion, requesting that this Court (a) recognize and enforce the CCAA Vesting Order; (b) authorize and approve pursuant to section 363(f) of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the Purchaser, free and clear of all Interests, except as otherwise provided in the Purchase Agreement; (c) authorize and approve, to the extent provided for in the CCAA Vesting Order, the assignment of the Assigned Contracts (as defined in the Purchase Agreement); and (d) grant certain related relief, including payment of the Lender Claims;

WHEREAS, in March of 2008, the Debtors became aware of an investigation by the Antitrust Division of the United States Department of Justice ("Antitrust Division") into possible antitrust violations in the United States packaged ice industry;

WHEREAS, on October 13, 2009, Arctic Glacier International, Inc. ("AGII"), one of the Debtors, and the Antitrust Division entered into an agreement by which AGII pleaded guilty to one charge of market allocation in southeast Michigan and the Detroit, Michigan metropolitan area, in violation of the Sherman Antitrust Act, 15 U.S.C. § 1, and agreed to pay a \$9,000,000 fine in installments over five (5) years, thereby settling all charges (the "Plea Agreement");

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in *Monitor's Motion, Pursuant to Sections 105(a), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014, for Entry of an Order (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. 108] (the "U.S. Sale Motion").

WHEREAS, the Plea Agreement was accepted by the United States District Court for the Southern District of Ohio on February 11, 2010, and its terms have been reflected in a judgment dated March 3, 2010 in case no. CR-1-09-149 (the “Judgment”);

WHEREAS, as a result of the Judgment, pursuant to 18 U.S.C. Section 3613, the United States obtained a lien against all of the assets of AGII; and the DOJ filed a notice of lien concerning the Judgment in Dakota County, State of Minnesota, on August 9, 2010 (the “Notice of Lien”);

WHEREAS, as of the Petition Date, AGII had not paid \$7,000,000 of the fine amount set forth in the Judgment (the “Unpaid Fine”);

WHEREAS, the Parties are entering into this Stipulation in contemplation of and to facilitate the closing of the Sale as contemplated by the Purchase Agreement, whereby the Purchaser has agreed to acquire, in accordance with the terms and conditions of the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale Order, substantially all of the assets of the Debtors; and

WHEREAS, the Parties desire, and by this Stipulation intend, to facilitate payment in full of the Unpaid Fine plus accrued interest to the extent permissible and the satisfaction of any and all continuing liability of any kind whatsoever to the DOJ or the Antitrust Division arising from or related to the Plea Agreement and the Judgment.

AGREEMENT

NOW, THEREFORE, the Parties hereby stipulate and agree, in full and final settlement of any and all claims and causes of action, whether civil or criminal, and whether arising at law or at equity, that the DOJ has or may have against AGII or any of the Debtors, or any of their current or former directors, officers, employees, or any successors or assigns thereof,

including the Purchaser and its Affiliates, arising from or related to the Plea Agreement and the Judgment as follows:

1. The Monitor and the Debtors recognize and agree that pursuant to the Judgment and applicable U.S. statutes regarding criminal fines, the DOJ holds a claim against AGII in the amount of \$7,032,046.96, as of July 9, 2012, inclusive of interest compounding annually until the date of payment of such claim at the federal post-judgment interest rate of 0.34% (the “DOJ Claim”), and that the DOJ Claim is a valid secured claim under applicable U.S. law. The DOJ agrees that it will not seek to impose U.S. statutory penalties for late payment on the DOJ Claim provided that payment is made during the pendency of these Chapter 15 cases.

2. The Deposit

- (a) Upon the closing of the Sale or as soon as reasonably practicable thereafter, the Monitor shall deposit Sale Proceeds in the amount of the DOJ Claim as of July 9, 2012 (the “Deposit”) into an escrow account located in the United States in respect of the DOJ Claim and the Debtors’ obligations under the Judgment (the “Escrow Account”); provided, further, that this Court shall maintain jurisdiction over the Escrow Account.
- (b) The Escrow Account shall be created as a segregated, interest-bearing account, with interest to accrue on such account at a rate of not less than 0.34%, held in the Monitor’s name or in a trust account of the Monitor’s U.S. counsel.
- (c) The Monitor agrees that it shall not transfer or attempt to transfer the Deposit, any portion thereof, or its interest therein, without further order of the Canadian Court and this Court; provided, however, that the foregoing shall not restrict the Monitor from disbursing the Deposit in accordance with this Stipulation.
- (d) The Deposit shall not be subject to any lien, attachment, counterclaim, offset, trustee process, or other judicial process of any person or entity, except as may be provided by any order of the Canadian Court or this Court. Costs of the Escrow Account shall not be deducted from the amount of the DOJ Claim.

3. CCAA Claims Process

- (a) The Monitor and the Debtors agree to propose, consent to, and support the entry of a claims procedure order by the Canadian Court allowing for the filing

and assertion of the DOJ Claim in accordance with the terms of this Stipulation and U.S. law. Further, the claims procedure order proposed by the Monitor and the Debtors will state that, as part of the claims procedure, the Monitor will provide the DOJ with a Proof of Claim form setting out that the DOJ has a claim against AGII in the amount of the DOJ Claim and that the DOJ does not need to take any further action to prove the DOJ Claim in the claims procedure unless it wishes to do so.

- (b) The Monitor and the Debtors agree to recommend to the Canadian Court that the DOJ Claim be paid in full as soon as is practicable after the Canadian Court issues an order authorizing the Monitor to distribute proceeds from the Sale to the Debtors' creditors (including the United States) (the "Distribution Order") and after this Court issues an order recognizing and enforcing the Distribution Order.
- (c) Should the Canadian Court deny the DOJ Claim or not authorize payment of the DOJ Claim, in whole or in part, under applicable Canadian law, the DOJ shall have recourse to this Court for a determination pursuant to, without limitation, sections 362(b)(4) and/or 1506 of the Bankruptcy Code, 18 U.S.C. Section 3613, and/or any other applicable U.S. law, and the Monitor and the Debtors shall not oppose any such application by the DOJ to the extent that the relief sought by the DOJ concerns only the DOJ Claim.

4. Distribution of the Deposit

- (a) As soon as is reasonably practicable after the issuance of the Distribution Order and recognition of the Distribution Order by this Court, or after an order of this Court pursuant to section 3(c) above directing the Monitor to pay the DOJ Claim, as applicable, the Monitor shall distribute to the United States the amount of cash from the Escrow Account necessary to satisfy the DOJ Claim in full (the "Settlement Payment").
- (b) Payment of the Settlement Payment shall be made by check or wire transfer according to instructions to be provided by the DOJ to the Monitor.
- (c) Any amounts remaining in the Escrow Account after distribution of the Settlement Payment shall remain in the control and custody of the Monitor and shall be used and/or held in accordance with the terms and conditions of applicable Canadian law.

5. As a condition to the distribution of the Settlement Payment and prior to February

28, 2013, AGII's probation shall be terminated or reduced to time served by order of a U.S. court

of competent jurisdiction, and DOJ shall take all steps necessary obtain such order of termination or reduction, in consultation with the Monitor which shall cooperate in all reasonable respects.

6. ~~5-~~The DOJ hereby agrees that, upon distribution of the Settlement Payment to the United States, ~~(a) the DOJ shall take all steps necessary to notify all relevant judicial and legal authorities that AGII has satisfied fully the terms of the payment of the DOJ Claim in accordance with the terms of the Plea Agreement and the Judgment; and (b) the DOJ shall not assert in any~~ judicial case or proceeding that any of AGII, the other Debtors, their current or former directors, officers, employees, or any successors or assigns thereof, including the Purchaser and its Affiliates, have any further obligations or liability whatsoever to the DOJ or the Antitrust Division with respect to the Plea Agreement and Judgment.

5. ~~6-~~This Stipulation is subject to approval by this Court. In the event that this Court does not approve this Stipulation: (a) nothing contained herein shall have any probative value or be used or referred to in any subsequent case, litigation or proceeding; (b) nothing contained herein shall be deemed to be a waiver of any claims or an admission of liability by any Party hereto; and (c) this Stipulation shall be null and void, and all rights of the Parties under U.S. and Canadian law prior to this Stipulation shall be preserved.

6. ~~7-~~Except as set forth herein, this Stipulation shall not in any way affect the rights and obligations of the Parties under any other agreements, stipulations or orders of this Court.

7. ~~8-~~This Stipulation sets forth the entire agreement between the Parties and supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof. The Parties acknowledge and agree that no statements, promises, or representations have been made by any Party to another Party, or are relied on by any Party, other than those specifically identified in this Stipulation. No conditions precedent to

the effectiveness of this Stipulation exist other than those which may be expressly provided herein. This Stipulation may not be altered, amended, modified or waived in any respect whatsoever, except by order of this Court.

8. ~~9.~~ This Stipulation addresses only the rights of the United States Attorney's Office for the Southern District of Ohio and the Antitrust Division as those rights relate to the collection of the Unpaid Fine and accrued interest and not the rights of any other component of the Department of Justice or other federal agency for any other purpose.

~~9.~~ ~~10.~~ This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

10. ~~11.~~ In addition to the other provisions of this Stipulation, this Court shall retain jurisdiction to enforce this Stipulation and to resolve any dispute concerning the interpretation, validity, construction, or other issue relating to or arising from this Stipulation, including, but not limited to the recognition and enforcement of any Distribution Order of the Canadian Court or other order of the Canadian Court pertaining to the DOJ Claim and the ability of the Monitor to make the Settlement Payment to the United States .

| 8072946.98072946.8

Dated: July __, 2012

Wilmington, Delaware

UNITED STATES DEPARTMENT OF JUSTICE

Ellen Slight
1007 Orange Street
Suite 700
P.O. Box 2046
Wilmington, Delaware 19889

| 8072946.98072946.8

Dated: July __, 2012
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Matthew B. Lunn (No. 4119)
Ryan M. Bartley (No. 4985)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

WILLKIE FARR & GALLAGHER LLP
Marc Abrams
Mary K. Warren
Alex W. Cannon
787 Seventh Avenue
New York, New York 10019-6099
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

*Co-Counsel to the Monitor and
Foreign Representative*

8072946.98072946.8

Dated: July __, 2012

Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.

Daniel J. DeFranceschi (DE 2732)

Paul N. Heath (DE 3704)

L. Katherine Good (DE 5101)

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

Telephone: (302) 651-7700

Facsimile: (302) 651-7701

- and -

JONES DAY

Gregory M. Gordon (TX 08435300)

Daniel P. Winikka (TX 00794873)

Paul M. Green (TX 24059854)

2727 N. Harwood Street

Dallas, Texas 75201

Telephone: (214) 220-3939

Facsimile: (214) 969-5100

Attorneys for Debtors

SO ORDERED this ____ day
of July 2012.

THE HONORABLE KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

Document comparison by Workshare Compare on Monday, July 16, 2012
8:44:37 PM

Input:	
Document 1 ID	interwovenSite://NYCDMS/NewYork/8072946/9
Description	#8072946v9<NewYork> - AG - DOJ Stipulation
Document 2 ID	interwovenSite://NYCDMS/NewYork/8072946/8
Description	#8072946v8<NewYork> - AG - DOJ Stipulation
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	13
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	22