

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE 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)
	:	Ref Docket No. <u>217</u>

**ORDER: (A) RECOGNIZING AND ENFORCING CERTAIN
PROVISIONS OF MARCH 7, 2013 ORDER OF THE CANADIAN
COURT; AND (B) GRANTING CERTAIN RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of 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 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"), for the entry of an order, pursuant to sections 105(a), 362, 1507, 1520, 1521, 1525, and 1527 of title 11 of the United States Code (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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Motion.

“Bankruptcy Code”) (a) recognizing and giving effect in the United States to paragraphs 5 through 16 of the *Order* of the Canadian Court, dated March 7, 2013 (as may be amended from time to time by the Canadian Court, the “Claims Officer Order”); and (b) modifying the stay provided for in sections 362 and 1520 of the Bankruptcy Code, and any previous Order of this Court, solely to the extent necessary to effectuate relief granted herein; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and other parties in interest in the Chapter 15 Cases; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted.
2. Paragraphs 5 through 16 of the Claims Officer Order, a copy of which is annexed hereto as Schedule 1, are fully recognized and given full force and effect in the United States.
3. Any Special Claims Officer appointed in accordance with paragraph 47 of the Claims Procedure Order and any Additional Claims Officer shall have the same powers, rights, protections, and obligations as granted to any Claims Officer appointed by the Claims Officer Order and as provided for in this Order, without the need for further order of this Court.
4. Without the need for further order of this Court, the stay imposed pursuant to sections 362 and 1520 of the Bankruptcy Code, and any previous order of this Court, is modified solely for the purpose of, and solely to the extent necessary to, permit (a) any person located in the United States to comply with discovery orders of the Claims Officers or the Canadian Court, and (b) the Debtors to compensate the Claims Officers in the manner provided

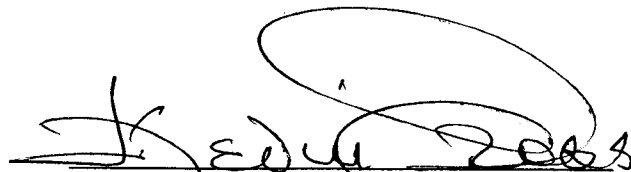
for in the Claims Officer Order or any other order of the Canadian Court authorizing or directing the payment of Claims Officers.

5. In carrying out the terms of this Order, the Monitor shall have all of the protections afforded to it by the Bankruptcy Code and any Orders of this Court and/or the Canadian Court. Except as expressly provided herein, the Monitor shall continue to have all of the protections of the stay imposed pursuant to sections 362 and 1520 of the Bankruptcy Code.

6. The Monitor is authorized and empowered to take any steps or to perform any actions as may be necessary to effectuate the terms of this Order.

7. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: Wilmington, Delaware
May 7 2013



THE HONORABLE KEVIN GROSS
CHIEF UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Claims Officer Order

Court 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

(Stay Extension & Appointment of Claims Officers)

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THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE MADAM) THURSDAY, THE 7th DAY
) OF MARCH, 2013.
JUSTICE SPIVAK)

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 (i) extending the Stay Period ("Stay Period") defined in paragraph 30 of the Order of the Honourable Madam Justice Spivak made February 22, 2012 (the "Initial Order") until June 13, 2013; (ii) appointing Claims Officers to adjudicate disputed Claims; and (iii) discharging the Direct Purchasers' Advisors' Charge 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 Tenth Report of the Monitor (the "Tenth 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 the US Direct Purchaser Antitrust Settlement Class, Canadian counsel to Wild Law Group, Canadian counsel to US Indirect Purchaser Class Action Plaintiff, Counsel for Desert Mountain Ice, LLC, Robert Nagy, Peggy Johnson and Keith Burrows, counsel for Purchasers, Arctic

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Glacier LLC, Arctic Glacier Canada Inc. and Arctic Glacier USA Inc., counsel for the former Vice-President of sales of Arctic Glacier and a representative of Coliseum Capital Partnership LP, no one appearing for any other party although duly served as appears from the affidavit of service, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of this Motion and the Tenth Report is hereby abridged and validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. THIS COURT ORDERS that all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Tenth Report or in the Claims Procedure Order granted on September 5, 2012.

STAY EXTENSION

3. THIS COURT ORDERS that the Stay Period is hereby extended until June 14, 2013.

RELEASE OF DIRECT PURCHASERS' ADVISORS' CHARGE

4. THIS COURT ORDERS that the Direct Purchaser's Advisors' Charge (as such term is defined in the Order of this Court dated May 15, 2012) be and is hereby released and discharged and is of no further force and effect.

APPOINTMENT AND POWERS OF CLAIMS OFFICERS

5. THIS COURT ORDERS that, in addition to terms defined elsewhere herein, the term "Claims Officer" means the individuals designated by the Court or the Monitor pursuant to paragraphs 6 or 7 of this Order.

6. THIS COURT ORDERS that Mr. Dave Hill and the Honourable Jack Ground, and such other Persons as may be appointed by the Court from time to time on application of the Monitor (in consultation with the Arctic Glacier Parties), be and they are hereby appointed as Claims Officers for the claims resolution procedure described herein.

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7. THIS COURT ORDERS that further Claims Officers may be appointed by the Monitor to deal with a specific Claim or DO&T Claim, with the consent of the Arctic Glacier Parties and the Creditor asserting the Claim, to resolve such Creditor's disputed Claim(s) and/or DO&T Claim(s) in accordance with this Order.

8. THIS COURT ORDERS that, subject to the appeal rights set out herein, a Claims Officer shall have the exclusive authority to determine the validity and value of disputed Claims and/or DO&T Claims, as the case may be, including, without limitation, determining questions of law, fact, and mixed law and fact, in accordance with this Order, and to the extent necessary may determine whether any Claim and/or DO&T Claim, as the case may be, or part thereof constitutes an Excluded Claim. A Claims Officer shall determine any and all procedural matters which may arise in respect of his or her determination of disputed Claims and/or DO&T Claims, including ordering the production of documents and such discovery as may be appropriate, as well as the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid.

9. THIS COURT ORDERS that the Claims Officers shall be entitled to reasonable compensation for the performance of their obligations set out in this Order on the basis of the hourly rate customarily charged by the Claims Officers in performing comparable functions to those set out in this Order and any disbursements incurred in connection therewith. The fees and expenses of the Claims Officers shall be borne by the Arctic Glacier Parties and shall be paid by the Arctic Glacier Parties forthwith upon receipt of each invoice tendered by the Claims Officers.

10. THIS COURT ORDERS that any special claims officer appointed in accordance with paragraph 47 of the Claims Procedure Order (the "Special Claims Officer") shall have the same powers, rights, protections and obligations as are granted to a Claims Officer appointed in accordance with this Order.

RESOLUTION OF CLAIMS BY CLAIMS OFFICER OR THE COURT

11. THIS COURT ORDERS that in the event that a dispute raised in a Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Arctic Glacier Parties and the applicable Creditor, the Monitor shall refer the dispute raised in the

Dispute Notice either to a Claims Officer or to the Court (or, in the case of a Class Claim of the Indirect Purchaser Claimants, to a Special Claims Officer) for adjudication. The decision as to whether the Claim and/or DO&T Claim should be adjudicated by a Claims Officer or by the Court shall be in the sole discretion of the Monitor.

12. **THIS COURT ORDERS** that to the extent a Claim and/or DO&T Claim is referred under paragraph 11 to a Claims Officer, the Claims Officer shall resolve the dispute between the Arctic Glacier Parties, any Director, Officer or Trustee to the extent that a DO&T Claim is asserted as against them, and the Creditor, as soon as practicable.

13. **THIS COURT ORDERS** that any of the Monitor, a Creditor, a Director, Officer or Trustee to the extent that a DO&T Claim is asserted as against them, or an Arctic Glacier Party may, within fourteen (14) Calendar Days of notification of a Claims Officer's determination in respect of such Creditor's Claim and/or DO&T Claim, appeal such determination to this Court by filing a notice of appeal, and the appeal shall be initially returnable within fourteen (14) Calendar Days from the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing *de novo*.

14. **THIS COURT ORDERS** that if no party appeals the determination of a Claim and/or DO&T Claim by a Claims Officer within the time set out in paragraph 13 above, the decision of the Claims Officer in determining the validity and value of the Claim and/or DO&T Claim shall be final and binding upon the relevant Arctic Glacier Party, the Monitor, a Director, Officer or Trustee to the extent that a DO&T Claim is asserted as against them, and the Creditor and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of the Claim and/or DO&T Claim.

MONITOR'S ROLE

15. **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 dated July 12, 2012 (the "Transition Order"), and any other order of the Court in the CCAA Proceedings, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

16. 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 Proceeding, 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, the Purchaser under the Transition Services Agreement as approved by the Transition Order, or any of their respective employees or former employees, all without independent investigation, 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

17. 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 United States Bankruptcy Court for the District of Delaware, or in any other foreign jurisdiction, to give effect to this Order and to assist the Arctic Glacier Parties, the Monitor 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, to grant representative status to the Monitor in any foreign proceeding, or to assist the Arctic Glacier Parties and the Monitor and their respective agents in carrying out the terms of this Order.

L. SPIVAK

J.

DATE: March 8, 2013.

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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.