

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<hr/> <div>In re</div> <div>ARCTIC GLACIER INTERNATIONAL INC., <i>et al.</i>,¹</div> <div>Debtors in a Foreign Proceeding.</div>	<div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div> <div>:</div>	<div>Chapter 15</div> <div>.</div> <div>Case No. 12-10605 (KG)</div> <div>(Jointly Administered)</div> <div>Hearing Date: November 16, 2012, at 11:00 a.m. (ET)</div> <div>Objection Deadline: November 9, 2012, at 4:00 p.m. (ET)</div>
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NOTICE OF HUNTINGTON SALE MOTION

PLEASE TAKE NOTICE that 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 under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, pending before the Court of Queen’s Bench Winnipeg Centre, has filed the attached *Monitor’s Motion for Entry of an Order (I) Recognizing and Enforcing the CCAA Huntington Sale Order, (II) Authorizing and Approving the Sale of the Huntington Property Free and Clear, and (III) Granting Related Relief* (the “Huntington Sale Motion”).

PLEASE TAKE FURTHER NOTICE that a hearing (the “Hearing”) to consider the Huntington Sale Motion will be held on November 16, 2012, at 11:00 a.m. (ET) before the Honorable Kevin Gross at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that any objections to the Huntington Sale Motion must be filed on or before November 9, 2012, at 4:00 p.m. (ET) (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North

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.

Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection so as to be actually received by the following parties on or before the Objection Deadline: (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, and Alex W. Cannon); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman and Jeremy Dacks); (iii) Young Conway Stargatt & Taylor LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Robert S. Brady and Matthew P. Lunn); (iv) Jones Day, 2727 North Harwood Street, Chicago, Illinois 60601-1692 (Attn: Gregory M. Gordon and William A. Herzberger and Paul M. Green); (v) McCarthy Tétrault LLP, 66 Wellington Street West, Suite 5300, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Margolin & Margolin, 52 Elm Street, Suite 1, Huntington, New York 11743 (Attn: James S. Margolin).

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

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

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

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

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Dated: October 26, 2012
Wilmington, Delaware

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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.	:	Hearing Date: November 16, 2012, at 11:00 a.m. (ET)
	:	Objection Deadline: November 9, 2012, at 4:00 p.m. (ET)

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”), hereby moves (the “Motion”) this Court for the entry of an order (the “Proposed Order”),² pursuant to

² A copy of the Proposed Order is attached hereto as Exhibit C.

sections 105, 363, 1501, 1520, and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”):

(a) recognizing and enforcing that certain *Order* (the “CCAA Huntington Sale Order”³) entered by the Canadian Court on October 22, 2012, in the Canadian Proceeding, pursuant to which the Canadian Court authorized and approved the sale (the “Sale”) of the right, title, and interest of Debtor Arctic Glacier New York Inc. (“AGNY”) in and to the Huntington Property (defined below) to Peter J. Pastorelli, Sr., as assigned to 50 Ice House LLC (the “Purchaser”), pursuant to that certain *Purchase and Sale Agreement*, as amended (the “Purchase Agreement”),⁴ by and between AGNY and the Purchaser, dated July 6, 2012; (b) authorizing and approving, pursuant to section 363 of the Bankruptcy Code, the sale of AGNY’s right, title, and, interest in and to the Huntington Property to the Purchaser free, clear, and unencumbered as set forth in Recital D of the Purchase Agreement; and (c) granting certain related relief. In support of this Motion, the Monitor relies upon the *Seventh Report of the Monitor*, dated October 16, 2012, (the “Monitor’s Seventh Report”) [Docket No. 181]; and (c) respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper in this district pursuant to 28 U.S.C. § 1410. This is a core proceeding under 28 U.S.C. § 157(b). The statutory

³ A copy of the CCAA Huntington Sale Order is attached hereto as Exhibit A.

⁴ A copy of the Huntington Purchase Agreement, together with any and all amendments thereto, is attached hereto as Exhibit B.

predicates for the relief sought herein are sections 105, 363, 1501, 1520, and 1521 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1.

PRELIMINARY STATEMENT

2. The Sale of the Huntington Property in accordance with the terms and conditions of the Purchase Agreement and the CCAA Huntington Sale Order represents a positive realization on the value of the Huntington Property for the benefit of the Debtors' creditors and other stakeholders. The Purchaser's offer was the highest and best submitted in a thorough private sale process during which the Huntington Property was the subject of two separate marketing campaigns. The Canadian Court acknowledged this in approving the Sale by entry of the CCAA Huntington Sale Order. This Court's recognition and enforcement of the CCAA Huntington Sale Order is a condition precedent to the Sale being successfully consummated. For these reasons, and the reasons described more fully herein and in the Seventh Monitor's Report, this Court's entry of the Proposed Order is in the best interests of AGNY, the other Debtors, their creditors, and other stakeholders.

GENERAL BACKGROUND

3. 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.

4. On February 22, 2012 (the "Petition Date"), the Monitor commenced these proceedings (the "Chapter 15 Cases") by filing verified petitions on behalf of each of the Debtors, pursuant to sections 1504 and 1515 of the Bankruptcy Code, seeking recognition by this

Court of the Canadian Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code.

5. 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.

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

7. On June 13, 2012, the Debtors filed with the Canadian Court, pursuant to the CCAA, a motion requesting that the Canadian Court enter that certain *Sale Approval and Vesting Order* (as amended and restated, the “CCAA Vesting Order”)⁵ and which, among other things, requested the Canadian Court’s (a) approval of that certain *Asset Purchase Agreement* by and between the Debtors and H.I.G. Zamboni, LLC, dated June 7, 2012 (the “APA”), and (b) authorization for the Debtors to sell substantially all of their assets free and clear of all Claims and Encumbrances (as each such term is defined in the CCAA Vesting Order) in a manner consistent with the APA to certain of H.I.G. Zamboni, LLC’s affiliates, namely Arctic Glacier, LLC, Arctic Glacier U.S.A., Inc., and Arctic Glacier Canada, Inc. (collectively, the “Enterprise Purchaser”).

⁵ A copy of the CCAA Vesting Order is available at Docket No. 120.

8. On June 21, 2012, the Canadian Court entered the CCAA Vesting Order, pursuant to which the Canadian Court authorized and approved the sale in a manner consistent with the APA to the Enterprise Purchaser free and clear of all Claims and Encumbrances (as each such term is defined in the CCAA Vesting Order), except as otherwise set forth in the APA.

9. On June 26, 2012, the Monitor filed a motion that sought, among other things, this Court's recognition of the CCAA Vesting Order and approval of the sale of the Debtors' assets to the Enterprise Purchaser [Docket No. 108] (the "U.S. Sale Motion").

10. On July 17, 2012, this Court entered an Order [Docket No. 126] (the "U.S. Sale Order") granting the relief requested in the U.S. Sale Motion, thereby recognizing the CCAA Vesting Order and approving the sale to the Enterprise Purchaser.

11. On July 27, 2012, the sale of substantially all of the Debtors' assets to the Enterprise Purchaser closed.

12. Additional information about the Debtors' businesses and operations, the Canadian Proceeding, the sale to the Enterprise Purchaser, the proposed sale of the Huntington Property (as defined below), and these Chapter 15 Cases is set forth in (a) the *Declaration of Philip J. Reynolds in Support of Verified Petition of Alvarez & Marsal Canada Inc., as Foreign Representative of Arctic Glacier Inc. and Certain of its Affiliates, for: (I) Recognition of Foreign Main Proceeding; and (II) Certain Related Relief* [Docket No. 2] (the "Reynolds Declaration"); (b) the *Pre-Filing Report of the Proposed Monitor*, filed on the Petition Date as Exhibit C to the Reynolds Declaration; (c) the *First Report of the Monitor*, filed with this Court on March, 13, 2012 [Docket No. 56]; (d) the *Second Report of the Monitor*, filed with this Court on April 4, 2012 [Docket No. 83]; (e) the *Third Report of the Monitor*, filed with this Court on May 15, 2012 [Docket No. 101]; (f) the *Fourth Report of the Monitor*, filed with this Court on June 26,

2012 [Docket No. 106]; (g) the *Fifth Report of the Monitor*, filed with this Court on July 13, 2012 [Docket No. 119]; (h) the *Sixth Report of the Monitor*, filed with this Court on August 30, 2012 [Docket No. 154]; and (i) the Monitor's Seventh Report (collectively, the "Monitor's Reports").

THE MARKETING AND SALE PROCESS

13. The real property that is the subject of this motion is located at 50 Stewart Avenue, Huntington, New York, together with the buildings and personal property specified in the Purchase Agreement (the "Huntington Property") and was the subject of two marketing campaigns. The first marketing campaign was instituted before the Initial Order was granted, as a result of AGNY's decision to move its Long Island operations to a different property. AGNY retained Industry One Realty Corp. (the "Broker"), a commercial real estate broker, to assist with the marketing and sale of the Huntington Property, entering into a listing agreement with the Broker, dated May 26, 2011. The Broker contacted five clients who were seeking a similar property. One of these five offered to purchase the Huntington Property and executed a purchase agreement (the "Initial Purchase Agreement"). However, the Initial Purchase Agreement was terminated and that transaction did not close.

14. Following the termination of the Initial Purchase Agreement, AGNY instructed the Broker to resume the marketing process, canvass the market, and again solicit offers for the Huntington Property (the "Subsequent Sale Process"). The Huntington Property has remained unoccupied and was considered a redundant property by the Debtors and the Enterprise Purchaser. As such, the APA provided that the Huntington Property was an Excluded Asset for the purposes of the Sale Transaction (as each such term is defined in the APA) and was not acquired by the Enterprise Purchaser. Accordingly, the Monitor participated in and approved

the process to remarket the Huntington Property during the course of the CCAA Proceedings and these Chapter 15 Cases.

15. The listing price at the outset of the Subsequent Sale Process was \$1.45 million. As part of the Subsequent Sale Process, the Broker took a number of steps. First, the Broker prepared a marketing package for the Huntington Property (the “Marketing Package”) and distributed it to its database of customers. This database included real estate brokers, real estate developers, commercial property developers, and other parties the Broker considered to be potential purchasers. In total, the Marketing Package was distributed to approximately 500 parties. Second, the Broker advertised the Huntington Property on four online real estate listing agencies. Third, through its marketing efforts, the Broker identified parties who expressed an interest in the Huntington Property. In consultation with the Monitor, these parties were each provided with the Debtors’ standard form of purchase and sale agreement and were asked to submit their best offer for the Huntington Property.

16. AGNY received three offers for the Huntington Property, which were also provided to the Monitor for its review. After analyzing the offers, AGNY, in consultation with its legal counsel, the Broker, and the Monitor and its legal counsel, determined that the offer submitted by the Purchaser was the best offer received, and should be pursued. That determination was based on the following: (a) the Purchaser’s offer of \$1.1 million was the highest received, (b) it was considered the best offer received and the most likely to close; and (c) it had the fewest conditions to closing.

17. Following an agreed due diligence period, the Purchaser identified certain environmental liability concerns with the Huntington Property. The Monitor analyzed those concerns with the aid of U.S. environmental counsel. In light of these environmental liability

concerns, the Monitor entered into further negotiations with the Purchaser with respect to a potential modest reduction of the purchase price. These negotiations resulted in an agreement with the Purchaser to a modest purchase price reduction of \$100,000. With that reduction, the Purchaser's offer was still the highest and best offer received.

MORTGAGE ON THE HUNTINGTON PROPERTY

18. Based on a title search with an effective date of September 4, 2012, the only registered mortgage against the Huntington Property is a mortgage in the amount of \$1.5 million (the "Mortgage") held by CPPIB Credit Investments Inc. ("CPPIB"), as Successor Master Collateral Agent (the "Agent"), dated January 23, 2012, and recorded on title to the Huntington Property on April 4, 2012.

19. As previously described in the *Sixth Report of the Monitor*, filed with this Court on August 30, 2012 [Docket No. 154], the Lender Claims (as defined in the U.S. Sale Order) were paid in full on the closing of the Sale Transaction (as defined in the APA). Accordingly, there are currently no amounts owing to the Debtors' former Lenders for whom CPPIB acted as Agent, and there are no amounts secured by the Mortgage.

20. Further, on the closing of the APA, following the payment of the Lender Claims, the Lenders provided the Debtors with a payout letter, dated July 26, 2012 (the "Payout Letter"), as described in the Monitor's Seventh Report. Among other things, the Payout Letter provides that the Lenders will, at the Debtors' expense, execute and deliver to the Debtors, among other things, mortgage releases or other documents reasonably necessary to release the security interests, financing statements, and all other notices of security interests and liens previously filed by the Lenders.

SUMMARY OF THE PURCHASE AGREEMENT

21. The following is a summary of certain material provisions of the Purchase Agreement. The Monitor believes that these provisions of the Purchase Agreement are fair and reasonable under the circumstances and are the result of good-faith, arm's-length negotiations between AGNY (or the Monitor on behalf of AGNY) and the Purchaser. In addition, the Monitor believes consummating the Sale on the terms provided in the Purchase Agreement is in the best interests of AGNY, its creditors, and other stakeholders.

- i. Property. The Property to be sold pursuant to the terms of the Purchase Agreement to the Purchaser includes: (a) the tract of land located at 50 Stewart Avenue, Huntington, County of Suffolk and State of New York (tax lot address of District 0400, Section 072, Block 02, Lot 011) (the "Land"); (b) all right, title, and interest of AGNY in any land lying in the bed of any road (open or proposed) in front of or adjoining said premises to the centerline thereof; (c) all right, title, and interest of AGNY in any awards made or to be made in lieu thereof and in any unpaid award for damages to said premises by reason of change of grade of any street; (d) all right, title, and interest of AGNY in all easements, tenements, strips, gores, hereditaments, agreements, privileges, and appurtenances in any way belonging to the Land; and (e) any buildings, structures, fixtures, or improvements on the Land; together with all right, title, and interest of AGNY in the tangible personal property, including any trade fixtures, equipment, or similar property, located on the Land. Purchase Agreement. Purchase Agreement Article I.
- ii. Purchase Price. One Million and 00/100 Dollars (\$1,000,000.00). *Second Amendment to Purchase and Sale Agreement ¶ 1.*
- iii. Deposit. One Hundred and Ten Thousand and 00/100 Dollars (\$110,000.00). The deposit shall be returned to the Purchaser if (a) AGNY is unable to meet its closing obligations set forth in Article X of the Purchase Agreement, (b) AGNY is unable to convey title in accordance with the provisions of the Purchase Agreement or is unable to fulfill any of the conditions precedent to Buyer's obligations under the Purchase Agreement (as provided in Section 12.1 of the Purchase Agreement), or (c) the Purchase Agreement terminates due to the CCAA Huntington Sale Order

and the Proposed Order not being entered per the timeline provided in subsection (v) below. Purchase Agreement Article II(a).⁶

- iv. AS IS, WHERE IS. Except as expressly set forth in the Purchase Agreement, the Purchaser is purchasing the Huntington Property on an “AS IS, WHERE IS” basis. Purchaser expressly waives any and all claims relating to environmental conditions of the property or fitness for a particular use. Purchase Agreement Section 5.2.
- v. Closing. Subject to the entry of the CCAA Huntington Sale Order and the Proposed Order, the closing shall take place no later than sixty (60) days after the end or earlier waiver by the Purchaser of the “Due Diligence Period,” as that term is defined in the Purchase Agreement (the “Closing Deadline”), at the offices of the Escrow Agent, as defined in the Purchase Agreement, or such other place as the parties may mutually agree upon. Pursuant to the *Second Amendment to Purchase and Sale Agreement* (the “Second Amendment”), the Due Diligence Period, as defined in the Purchase Agreement, expired on September 28, 2012. If the CCAA Huntington Sale Order and the Proposed Order are not entered by the Closing Deadline, the Purchaser has the option to terminate the Purchase Agreement or extend the Closing Deadline by an additional fifteen (15) days. If, after the expiration of that additional fifteen (15) day period, the CCAA Huntington Sale Order and the Proposed Order have still not been entered, the Purchase Agreement will terminate. Purchase Agreement Article VIII.⁷

Additionally, the Sale to the Purchaser is not subject to higher and better offers, *see* Del. Bankr.

L.R. 6004-1(b)(iv)(D).

RELIEF REQUESTED

22. By this Motion, the Monitor seeks entry of the Proposed Order, pursuant to sections 105, 363, 1501, 1520, and 1521 of the Bankruptcy Code, (a) recognizing and enforcing the CCAA Huntington Sale Order, (b) approving the terms of the Purchase Agreement and authorizing the Sale free, clear, and unencumbered as set forth in Recital D of the Purchase Agreement, and (c) granting related relief.

⁶ See Del. Bankr. L.R. 6004-1(b)(iv)(F).

⁷ See Del. Bankr. L.R. 6004-1(b)(iv)(E).

BASIS FOR RELIEF REQUESTED

23. As set forth more fully in the Monitor's Reports and the Reynolds Declaration, the Monitor commenced these Chapter 15 Cases to obtain recognition of the Canadian Proceeding as a "foreign main" proceeding under section 1517 of the Bankruptcy Code, and to seek certain related relief from this Court. On March 16, 2012, this Court entered the Recognition Order, recognizing these Chapter 15 Cases as a foreign main proceeding, ancillary to the Canadian Proceeding.

24. Through the CCAA Huntington Sale Order, the Canadian Court specifically requested the aid and recognition of this Court to give effect to the CCAA Huntington Sale Order. CCAA Huntington Sale Order ¶ 7.

25. Section 1520 of the Bankruptcy Code provides, in pertinent part, that "[u]pon recognition of a foreign proceeding that is a foreign main proceeding — [section] 363 . . . of the Bankruptcy Code [applies] to a transfer of an interest of the debtor in property that is within the territorial jurisdiction of the United States to the same extent that the [section] would apply to property of an estate." 11 U.S.C. § 1520(a)(2).

26. In addition, section 1521 of the Bankruptcy Code provides, in relevant part, that "[u]pon recognition of a foreign proceeding, whether main or nonmain, where necessary to effectuate the purpose of [chapter 15 of the Bankruptcy Code] and to protect the assets of the debtor or the interests of the creditors, the court may, at the request of the foreign representative, grant any appropriate relief, including — granting any . . . relief that may be available to a trustee, except for relief available under sections 522, 544, 545, 547, 548, 550, and 724(a) [of the Bankruptcy Code]." *Id.* § 1521(a)(7). The relief sought herein pursuant to section 363 of the Bankruptcy Code is expressly authorized under section 1521 of the Bankruptcy Code.

I. The Sale Pursuant to the Purchase Agreement Is Within the Sound Business Judgment of the Debtors and the Transaction Provided Therein Should be Approved

27. Section 363(b)(1) of the Bankruptcy Code provides “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). In pertinent part, Bankruptcy Rule 6004 states that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Fed. R. Bankr. P. 6004(f)(1). With respect to the notice required in connection with a private sale, Bankruptcy Rule 2002(c)(1) states, in pertinent part, that:

[T]he notice of a proposed use, sale or lease of property . . . shall include . . . the terms and conditions of any private sale and the deadline for filing objections. The notice of a proposed use, sale or lease of property, including real estate, is sufficient if it generally describes the property.

Fed. R. Bankr. P. 2002(c)(1).

28. To approve the use, sale, or lease of property outside the ordinary course of business, this Court must find a sound business judgment for the proposed action. See Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996); Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp., (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (D. Del. 1999); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991); see also In re Abbotts Dairies of Pa, Inc., 788 F.2d 143, 145-47 (3d Cir. 1986).

II. Legal Standard for Approval of Private Sale

29. The “sound business judgment” test requires a proponent of a sale to establish four elements in order to justify the sale or lease of property outside the ordinary course of business. These factors are (a) that a “sound business purpose” justifies the sale of assets

outside the ordinary course of business, (b) that the trustee or debtor in possession has obtained a fair and reasonable price, (c) that the sale has been proposed in good faith, and (d) that adequate and reasonable notice has been provided to interested persons. In re Exaeris Inc., 380 B.R. 741 (Bankr. D. Del. 2008); Titusville Country Club v. Pennbank (In re Titusville Country Club), 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); In re Sovereign Estates, Ltd., 104 B.R. 702, 704 (Bankr. E.D. Pa. 1989).⁸

30. This fundamental analysis does not change if the proposed sale is private, rather than public. See, e.g., In re Ancor Exploration Co., 30 B.R. 802, 808 (Bankr. N.D. Okla. 1983) (“[T]he bankruptcy court should have wide latitude in approving even a private sale of all or substantially all of the estate assets not in the ordinary course of business under § 363(b).”). The bankruptcy court “has ample discretion to administer the estate, including authority to conduct public or private sales of estate property.” In re WPRV-TV, Inc., 143 B.R. 315, 319 (D.P.R. 1991), vacated on other grounds, 165 B.R. 1 (D.P.R. 1992); accord, In re Canyon Partnership, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985). Here, the Sale to the Purchaser, pursuant to the terms of the Purchase Agreement, meets these requirements and should be approved.

A. Proceeding by Private Sale Reflects an Exercise of the Debtors’ Business Judgment

31. The Monitor submits that an order granting the relief requested herein is a matter within the discretion of the Court and would be consistent with the provisions of the Bankruptcy Code. See 11 U.S.C. § 105(a). There is more than ample business justification to

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Additionally, section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case. Section 105(a) states that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Provided that a bankruptcy court employs its equitable powers to achieve a result consistent with the Bankruptcy Code, the exercise of its section 105(a) power is proper. In re Fesco Plastics Corp., 996 F.2d 152, 154 (7th Cir. 1993); Pincus v. Graduate Loan Ctr. (In re Pincus), 280 B.R. 303, 312 (Bankr. S.D.N.Y. 2002).

sell the Huntington Property through a private sale without the need to conduct a further public marketing process. As discussed above, AGNY, through the Broker, marketed the Huntington Property beginning on or about May, 2011 and conducted two separate marketing campaigns. The first marketing campaign resulted in an offer, but the sale failed to close. The second marketing campaign resulted in three offers, with the Purchaser's offer being the highest and best. As a result of the foregoing, and the fact that the consideration provided by the Purchaser is fair and reasonable, AGNY's creditors and stakeholders will benefit from the approval of the Sale without the added costs associated with a public auction, particularly where the Huntington Property has been marketed twice, and AGNY has a commitment from the Purchaser to buy the Huntington Property.

32. In the Monitor's considered judgment, there is a low likelihood that any increased benefits would result from conducting a formal auction for the Huntington Property because the delay, uncertainty, and added administrative expenses attendant to an auction of this relatively small Huntington Property would be unfavorable to the efforts to maximize and preserve value for AGNY's creditors and stakeholders.

B. The Purchase Price Is Fair and Reasonable

33. The Monitor has concluded that the Sale will maximize the value of the Huntington Property to AGNY's estate. As explained above, the Sale was negotiated in an appropriate and cost effective manner given the circumstances and the condition of the real estate market and the Huntington Property. The Purchaser's offer, even after the price reduction agreed to by the parties, is the highest of the three offers that were made. In light of the marketing efforts, nature of the assets and circumstances of these cases, and the amount of the Purchaser's offer in relation to the other offers AGNY received, the Monitor believes that the Sale provides

fair and reasonable value for the Huntington Property. In addition, the Sale will allow the Debtors to eliminate any future carrying costs with respect to the Huntington Property.

C. The Sale Was Proposed in Good Faith

34. The Sale has been proposed in good faith as the Purchase Agreement is the product of good faith, arm's length negotiations between AGNY and the Monitor on behalf of AGNY (as applicable), on the one hand, and the Purchaser, on the other, and was negotiated in consultation with the Debtors' legal counsel. The Monitor believes that sale of the Huntington Property to the Purchaser, pursuant to the terms and conditions of the Purchase Agreement, is not the product of collusion or bad faith. The Purchaser does not share common ownership with any of the Debtors, is independently controlled and operated, and is not otherwise affiliated with the Debtors or their officers and directors. No evidence exists to suggest that the Purchase Agreement is anything but the product of arm's length negotiations between the AGNY, the Monitor on behalf of AGNY, the Purchaser, and their respective professional advisors.

D. Adequate and Reasonable Notice of the Sale Will Be Provided

35. The Monitor will provide adequate notice of the Motion as required by the applicable procedural rules. Fed. R. Bankr. P. 2002(c)(1) (notice must contain "the terms and conditions of any private sale and the time fixed for filing objections."); see Delaware & Hudson Ry., 124 B.R. at 180 (the disclosures necessary in such a sale notice need only include the terms of the sale and the reasons why such a sale is in the best interests of the estate and do not need to include the functional equivalent of a disclosure statement).

III. The Sale Should Be Approved Under 11 U.S.C. §§ 363(m) and 363(f)

A. The Sale Is Proposed in Good Faith Within the Meaning of 11 U.S.C. § 363(m)

36. As highlighted above, the Sale of the Huntington Property is being proposed in good faith and there is no evidence of fraud or collusion. To the contrary, as demonstrated in this Motion and its supporting documentation, the Purchase Agreement is the culmination of a thoughtful and thorough solicitation and negotiation process. All negotiations have been conducted on an arm's length basis, and the Purchaser is independent from and not affiliated with the Debtors or their officers and directors. In light of these facts, the Purchaser should be afforded the protections that section 363(m) of the Bankruptcy Code provides to a good faith purchaser. See generally Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.), Case No. 89 Civ. 3704 (KMW), 1990 WL 212899 (S.D.N.Y.) (holding that to show lack of good faith, a party must demonstrate "fraud, collusion, or an attempt to take grossly unfair advantage of other bidders"); see also generally In re Sasson Jeans, Inc., 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting In re Bel Air Assocs., Ltd., 706 F.2d 301, 305 (10th Cir. 1983)); In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (examining the facts of each case, concentrating on the "integrity of [an actor's] conduct during the sale proceedings" (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978))).

B. The Sale Should be Free and Clear of Liens, Claims, and Interests (Except as Set Forth Herein)

37. In accordance with section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property under section 363(b) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim, or interest consents to such sale; (c) the interest is a lien and the purchase price for the property is

greater than the aggregate amount of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the party asserting the lien, claim, or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C.

§ 363(f); see In re Elliot, 94 B.R. 343, 354 (E.D. Pa. 1988) (sale “free and clear” may be approved provided the requirements of at least one subsection are met).

38. Considering that any objections to this Motion must be resolved by consent of the objecting party or by the Court, the Monitor expects that the Debtors can satisfy at least the second and fifth subsections of section 363(f) of the Bankruptcy Code. As noted above, upon closing of the Sale Transaction (as defined in the APA), the Mortgage was paid in full and there are no amounts secured by the Mortgage. Accordingly, the Payout Letter provides, among other things, that the Lenders will, at the Debtors’ expense, execute and deliver to the Debtors, among other things, mortgage releases or other documents reasonably necessary to release the security interests, financing statements, and all other notices of security interests and liens previously filed by the Lenders. As such, the Monitor is not aware of any claims against the Huntington Property that would preclude this Court from authorizing the Sale of the Huntington Property “free and clear.”

39. Courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). See, e.g., In re Trans World Airlines, Inc., 2001 WL 1820325, at *3 (Bankr. D. Del. Mar. 27, 2001); Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.), 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987). Accordingly, the Monitor requests that the Sale pursuant to the Purchase Agreement be approved “free and clear,” with any liens, claims, encumbrances, and interests to attach to the proceeds of the Sale.

IV. Approval of the Sale Is in the Public Interest and Comports with the Goals of Chapter 15 of the Bankruptcy Code

40. Granting the requested relief is in the public interest. The purpose of chapter 15 of the Bankruptcy Code is:

[T]o incorporate the Model Law on Cross-Border Insolvency so as to provide effective mechanisms for dealing with cases of cross-border insolvency with the objectives of—

- (1) cooperation between—
 - (A) courts of the United States, United States trustees, trustees, examiners, debtors, and debtors in possession; and
 - (B) the courts and other competent authorities of foreign countries involved in cross-border insolvency cases;
- (2) greater legal certainty for trade and investment;
- (3) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor;
- (4) protection and maximization of the value of the debtor's assets; and
- (5) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

11 U.S.C. § 1501(a). In addition to the benefits of the Sale that have already been described above, it is worthwhile to note that the Sale represents a favorable outcome in a period when the real estate market is still severely depressed. Moreover, the Sale of the Huntington Property will result in the disposition of the Debtors' only significant Excluded Asset (as defined in the APA), eliminate the carrying costs of the Huntington Property, and further the Canadian Court's administration of the Debtors' assets. Finally, as noted above, the Canadian Court specifically requested the aid and recognition of this Court to give effect to the CCAA Huntington Sale Order.

41. Courts in this District have granted relief similar to the relief requested in this Motion. See, e.g., In re Arctic Glacier Int'l Inc., Case No. 12-10605 (KG) (Bankr. D. Del. July 17, 2012) (recognizing and enforcing the CCAA Vesting Order entered by the Canadian Court and authorizing and approving the sale free and clear of any and all liens, claims, encumbrances and other interests under section 363 of the Bankruptcy Code); In re EarthRenew IP Holdings LLC, Case No. 10-13363 (CSS) (Bankr. D. Del. February 18, 2011) (same); In re Grant Forest Products, Case No. 10-11132 (PJW) (Bankr. D. Del. April 26, 2010) (same); In re Destinator Technologies Inc., Case No. 08-11003 (CSS) (Bankr. D. Del. July 8, 2008) (same).

42. This Court's recognition and enforcement of the CCAA Huntington Sale Order is warranted. The Monitor is satisfied that the process leading to the Sale of the Huntington Property was fair and reasonable under the circumstances. Based on the lengthy period that the Huntington Property was for sale, a remarketing of the property at this time is unlikely to lead to a higher and better offer and, therefore, would not be beneficial to AGNY or its estate.

43. For all of the foregoing reasons, the Monitor respectfully submits that there is more than ample justification for this Court to enter the Proposed Order, thereby recognizing and enforcing the CCAA Huntington Sale Order and authorizing and approving the Sale pursuant to section 363 of the Bankruptcy Code.

WAIVER OF RULE 6004(h)

44. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Monitor requests that the Proposed Order, once entered, be

effective immediately by providing that, to the extent applicable, the 14-day stay under Bankruptcy Rule 6004(h) is waived.⁹

45. Time is of the essence. The Purchase Agreement provides that closing is to occur sixty (60) days after the end, or earlier waiver, by the Purchaser of the “Due Diligence Period,” as that term is defined in the Purchase Agreement. Pursuant to the Second Amendment, the Due Diligence Period terminated on September 28, 2012. In light of this, closing must occur on or before November 27, 2012. If the Court does not waive the 14-day stay of Bankruptcy Rule 6004(h), the Proposed Order would not become final until November 30, 2012, three days after the Closing Deadline. In light of this, the waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is necessary to ensure the Sale can close on or before the Closing Deadline. Accordingly, the Monitor respectfully submits that the Court waive the fourteen-day stay requirement contained in Bankruptcy Rules 6004(h).

NOTICE

46. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the known parties that assert a lien in the Huntington Property; (c) all relevant taxing and regulatory authorities; (d) counsel for the Purchaser; and (e) all other persons to whom notice is required pursuant to this Court’s *Order Scheduling Hearing and Specifying Form and Manner of Service of Notice* [Docket No. 30]. In light of the nature of the relief requested, the Monitor submits that no other or further notice is required.

⁹ See Del. Bankr. L.R. 6004-1(b)(iv)(O).

NO PRIOR REQUEST

47. No prior request for the relief sought in this Motion has been made to this
or any other court.

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CONCLUSION

WHEREFORE, the Monitor respectfully requests that the Court enter the Proposed Order, substantially in the form annexed hereto as **Exhibit C**, granting (i) the relief requested herein, and (ii) such other and further relief as the Court may deem proper.

Dated: October 26, 2012
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ian J. Bambrick

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*Co-Counsel to the Monitor and
Foreign Representative*

EXHIBIT A

CCAA HUNTINGTON SALE ORDER

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")

Certified copy of

APPROVAL AND VESTING ORDER
(HUNTINGTON PROPERTY)

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THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE MADAM)	MONDAY, THE 22nd DAY
)	
JUSTICE SPIVAK)	OF OCTOBER, 2012.

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")

Certified copy of
APPROVAL AND VESTING ORDER
(HUNTINGTON PROPERTY)

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), for an order, *inter alia*, (i) approving the sale transaction (the "**Huntington Transaction**") contemplated by the Purchase and Sale Agreement as amended (the "**Huntington PSA**") by and between the Applicant Arctic Glacier New York Inc. (the "**Vendor**") and Peter J. Pastorelli, Sr., as assigned to 50 Ice House LLC (the "**Purchaser**"); (ii) approving the Seventh Report of the Monitor including the Confidential Supplement thereto (the "**Seventh Report**") and the activities described therein; and (iii) sealing the Confidential Supplement to the Seventh Report, 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 Seventh Report, and on hearing the submissions of counsel for the Monitor, counsel for the Applicants and Glacier Valley Ice Company, L.P. (California) (together, the "**Arctic Glacier Parties**"), counsel for the

former Vice-President of Sales for Arctic Glacier, counsel for the Purchaser, Arctic Glacier LLC, Arctic Glacier Canada Inc. and Arctic Glacier U.S.A., Inc., counsel for Desert Mountain Ice, LLC and the representative for Talamod Fund, 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 Seventh 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 Huntington PSA.

APPROVAL OF SALE AGREEMENT

3. THIS COURT ORDERS that the Huntington PSA is hereby approved and the entering into and execution of the Huntington PSA by the Vendor (including the execution of the First and Second Amendments to the Huntington PSA by the Monitor on behalf of the Vendor) is hereby ratified, authorized and approved. Further, the Monitor, on behalf of the Vendor, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Huntington Transaction and for the conveyance of the Subject Premises and the Personal Property (collectively, the "Purchased Assets") to the Purchaser.

4. THIS COURT ORDERS that, for the purposes of determining the nature and priority of any claims of any person to the Purchased Assets, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate confirming the closing of the Huntington Transaction, all claims of any person to the Purchased

Assets shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

SEALING ORDER

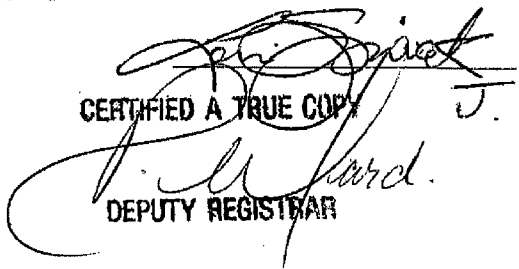
5. THIS COURT ORDERS that the Confidential Supplement to the Monitor's Seventh Report be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

MONITOR'S ACTIVITIES AND REPORT

6. THIS COURT ORDERS that the Seventh Report of the Monitor and the activities described therein are hereby approved.

AID AND RECOGNITION

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, including the United States Bankruptcy Court for the District of Delaware, to recognize and 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.


CERTIFIED A TRUE COPY

DEPUTY REGISTRAR

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.

SCHEDULE "B" – Form of Monitor's Certificate

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")

MONITOR'S CERTIFICATE

A. Pursuant to an Order of the Honourable Madam Justice Spivak of the Court of Queen's Bench (the "Court") dated February 22, 2012, Alvarez & Marsal Canada Inc. was appointed as the monitor (the "Monitor") of the Applicants.

B. Pursuant to an Order of the Court dated October 22, 2012 (the "Order"), the Court, *inter alia*, approved the Purchase and Sale Agreement as amended by and between the Applicant Arctic Glacier New York Inc. and Peter J. Pastorelli, Sr., as assigned to 50 Ice House LLC, and provided for, among other things, the delivery of a Monitor's Certificate confirming the closing of the transaction contemplated by the Huntington PSA. Capitalized terms have the meaning ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Huntington Transaction has closed.

This Certificate was delivered by the Monitor at [TIME] on [DATE].

**Alvarez & Marsal Canada Inc. in its capacity as
Court-appointed Monitor of the Applicants,
and not in its personal capacity**

Per;

Name:

Title:

EXHIBIT B

PURCHASE AGREEMENT

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 6th day of July, 2012 by and between Peter J. Pastorelli, Sr., having an address at 17 Green Street, Huntington, NY 11743 (hereinafter referred to as: the "Buyer") and ARCTIC GLACIER NEW YORK INC., a New York corporation, having an address at 625 Henry Avenue, Winnipeg, Manitoba, Canada R3A0V1 (hereinafter called the "Seller"). The "Effective Date" shall be the date that a counterpart of the Agreement signed by the Seller (that has already been signed by the Buyer) shall be received back in the offices of the Buyer's attorneys.

A. Seller and certain of its affiliates (collectively, "Arctic Glacier") commenced proceedings under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended ("CCAA") and were granted an order (the "Initial Order") of the Court of Queen's Bench (Winnipeg Centre) (the "Canadian Court") on February 22, 2012.

B. The Initial Order, among other things, imposed a stay of proceedings against the creditors of Arctic Glacier. Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed Monitor (the "Monitor") of the business and financial affairs of Arctic Glacier.

C. On February 23, 2012, the Monitor, in its capacity as foreign representative of Arctic Glacier, commenced ancillary proceedings in the United States Bankruptcy Court for the District of Delaware (the "US Bankruptcy Court") under Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended, seeking recognition of the CCAA proceedings as foreign main proceedings, and to give effect to the Initial Order in the United States. On March 16, 2012 the United States Bankruptcy Court granted an order, among other things, recognizing the CCAA proceedings as foreign main proceedings and giving effect to the Initial Order in the United States on a final basis.

D. Subject to (i) the approval of the Monitor in light of the proceedings under the CCAA, (which Seller shall evidence in writing to Buyer prior to, simultaneously with, or within three (3) business days after, the Effective Date, otherwise this Agreement shall be null and void for all purposes), (ii) receipt of an order of the Canadian Court approving this transaction as provided herein (the "Canadian Order"), and (iii) receipt of an order of the US Bankruptcy Court recognizing the Canadian Order and extending the "free and clear" provisions of section 363 of title 11 of the United States Code (the "Bankruptcy Code") to the sale as permitted by and provided in chapter 15 of the Bankruptcy Code (the "US Order", and collectively with the Canadian Order, the "Orders"), Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain real property and personal property on the terms and conditions hereinafter set forth.

ARTICLE I SALE OF PROPERTY

Seller agrees to sell and convey and Buyer agrees to purchase, subject to the terms and conditions of this Agreement: (i) all that certain piece, parcel or tract of land located at 50 Stewart Avenue, Huntington, County of Suffolk and State of New York, known by the tax lot address of District 0400, Section 072, Block 02 and Lot 011, and more fully described on

Exhibit "A" annexed hereto (the "Land"); (ii) all right, title and interest, if any, of the Seller in and to any land lying in the bed of any street, road or avenue (open or proposed) in front of or adjoining said premises to the centerline thereof; (iii) subject to and in accordance with Section 17 below, all right, title and interest, if any, of the Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; (iv) all right, title and interest of Seller in and to all easements, tenements, strips, gores, hereditaments, agreements, privileges and appurtenances in any way belonging to the Land; and (v) any buildings, structures, fixtures and improvements on the Land (the "Improvements") (the foregoing items (i) through (v) being, collectively, the "Subject Premises"); together with all right, title and interest, if any, of the Seller in and to the tangible personal property, including any trade fixtures, equipment or similar property, located upon the Land or within the Improvements on the Closing Date, as hereinafter defined (the "Personal Property").

ARTICLE II PURCHASE PRICE

The purchase price ("Purchase Price") for the Subject Premises and Personal Property is \$1,100,000.00 U.S. Dollars, which shall be payable as follows:

(a) An amount equal to \$110,000.00 (the "Deposit") by certified check or wire transfer of immediately available funds to a reputable title insurance company (selected by the Monitor and reasonably acceptable to Buyer) in its capacity as escrow agent (the "Escrow Agent"), within two (2) business days of the later of the Effective Date or the Buyer's receipt of written notice that the Monitor has approved this Agreement. The Deposit shall be held in escrow by Escrow Agent in an interest bearing account and shall be paid to Seller on the Closing Date (as hereinafter defined) or as liquidated damages upon Buyer's default hereunder, unless Buyer is entitled to a refund thereof pursuant to the terms of this Agreement, in which event the Deposit and accrued interest thereon shall be paid over to Buyer. If at the time of Buyer's default, if any, the Second Deposit has not yet been delivered to Escrow Agent, the Initial Deposit shall be paid over to Seller, and Buyer shall remain liable to Seller for damages in an amount equal to the Second Deposit required hereunder; and

(b) The remainder of the Purchase Price, plus or minus the apportionments and adjustments authorized by this Agreement, on the Closing Date by certified check or wire transfer of immediately available funds to Escrow Agent.

ARTICLE III TITLE AND CONVEYANCE

Section 3.1 On the Closing Date, the Subject Premises shall be conveyed by Bargain and Sale Deed with Covenants Against Grantor's Acts (the "Deed") in proper form for recording, which shall be properly executed and acknowledged so as to convey to Buyer a good, marketable and insurable fee simple title to the Subject Premises, such title to be free, clear and unencumbered subject only to the following:

(a) Real estate taxes, water charges and sewer rents and vault taxes not yet due and payable as of the Closing Date;

(b) Rights, if any, of utility companies to operate and maintain lines, cables, pipes, poles and distribution boxes in, over and upon the Subject Premises in effect as of the Effective Date;

(c) The state of facts shown on the survey of the Subject Premises, dated March 11, 2010, prepared by Landco, L.P., a copy of which is annexed hereto as Exhibit "B", as the same shall be updated, at Buyer's cost, provided said update shall not render title unmarketable;

(d) Building and zoning laws, and all municipal and governmental restrictions, ordinances, codes and regulations affecting the Subject Premises, and all amendments and additions thereto now or which will be in force and effect on the Closing Date, provided the same does not prohibit the maintenance and/or continued use of the Subject Premises as the same presently exists; and provided that the Subject Premises be conveyed free and clear of any notices of violation which are issued after the end of the Due Diligence Period (it being understood that if any such violations are so issued, Buyer's only remedy shall be to (i) terminate this Agreement and receive a return of the Deposit if Seller cannot remedy such violation prior to the Closing or (ii) accept such violations and proceed to Closing without reduction in the Purchase Price);

(e) Utility easements, agreements, covenants and restrictions of record affecting the Subject Premises in effect as of the Effective Date, provided the same does not prohibit the maintenance and/or continued use of the Subject Premises as the same presently exists;

(f) Any matters affecting title hereafter suffered or created with the consent of Buyer (items (i) through (vi) being hereinafter referred to collectively as the "Permitted Exceptions").

Section 3.2 Title to the Subject Premises shall be good and marketable and insurable as such by Escrow Agent or any other reputable title insurance company licensed to do business in the State of New York (the "Title Company"), subject only to (i) Permitted Exceptions and (ii) such other matters as the Title Company shall be willing to omit as an exception to coverage without the payment of an additional premium.

Section 3.3 On the Closing Date, the Personal Property, if any, shall be conveyed to Buyer by bill of sale (the "Bill of Sale").

ARTICLE IV APPORTIONMENTS AND ADJUSTMENTS

Section 4.1 Apportionment for the following items shall be made between the parties at the Closing as of 11:59 P.M. of the day preceding the Closing Date:

(a) Real estate taxes and assessments, on the basis of the fiscal period for which assessed. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the tax rate for the preceding period applied to the latest assessed valuation, which shall be deemed final for purposes hereof. If an application has been made or a proceeding instituted by Seller for the reduction or review of the assessed valuation of the Subject Premises for the fiscal year in which the closing of title occurs, and if the assessed valuation is so reduced pursuant to such application or proceeding, whether by settlement or otherwise, it is understood that any tax savings or refund, less attorneys' fees and expenses, shall be apportioned, computed upon the same basis of the apportionment of taxes as herein provided. If any such application has been filed or shall be filed by Seller with respect to the next succeeding tax year, Buyer shall bear the cost for any reduction granted but payable only out of the reduction granted and shall be entitled to the full net benefit resulting from such application or proceeding, whether by means of settlement or otherwise. Any tax savings or refund for any fiscal years which end prior to the fiscal year in which the closing of title occurs shall be the sole and absolute property of Seller, and if received by Buyer, shall be promptly delivered to Seller (which obligation shall survive the Closing).

(b) Water rates, water meter charges and sewer rents, if any, on the basis of the fiscal period for which assessed. If there be a water meter, or meters, on the Subject Premises, the unfixed meter charges and the unfixed sewer rent thereon based for the time intervening from the date of the last reading shall be apportioned on the basis of such last reading, and shall be appropriately readjusted after the Closing on the basis of the next subsequent bills. Seller shall obtain a final actual water meter reading within thirty (30) days prior to the date of Closing.

Section 4.2 The parties shall also make all other adjustments as are usual in a real estate settlement in accordance with the customs and practice for title closings (including but not limited to adjustments for gas, electric and other applicable utility charges), except if specifically set forth to the contrary herein.

Section 4.3 At or prior to Closing, Seller shall pay all charges for any water meters.

Section 4.4 Any discrepancy resulting from any errors or omissions in computing any apportionments at Closing, shall be promptly corrected, which obligations shall survive the Closing for a period of six (6) months.

ARTICLE V REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER AND BUYER

Section 5.1 Seller represents and warrants to Buyer that:

(a) Seller is a corporation duly formed and validly existing under the laws of the State of New York.

(b) The execution, delivery and performance of this Agreement on behalf of the Seller have been duly authorized, and the person executing this Agreement on the part of the Seller has the authority to do so.

(c) The performance of this Agreement will not result in any violation of, or will not be in conflict with, or will not constitute a default under, any corporate charter, certificate of incorporation, by-law, mortgage, indenture, contract, permit, judgment, decree, order, statute, rule or regulation, applicable to Seller, and no approval, consent, order or authorization by any third party is required in connection with the execution and delivery of and compliance with this Agreement by Seller.

(d) Seller is not a "foreign person" as defined in the Internal Revenue Code Withholding Section.

(e) Seller has not received written notice of any condemnation or taking of the Subject Premises, has no actual knowledge of any pending or threatened condemnation or taking, and no condemnation or taking has occurred during Seller's ownership of the Subject Premises.

(f) There are no management, service, equipment, supply, security, maintenance, concession or other agreements with respect to or affecting the Subject Premises which cannot be terminated with thirty (30) days' notice (or less) (herein collectively called "Service Agreements").

Section 5.2 Buyer has made or shall make during the Due Diligence Period such examination of the Subject Premises and Personal Property and all other matters and documents affecting or relating to the physical condition of the Subject Premises and Personal Property as Buyer has deemed necessary, is fully familiar with the physical condition and state of repair thereof, and shall accept them "as is, where is" and in their present condition "with all faults", and Buyer shall assume all liability and responsibility with respect thereto from and after Closing. Buyer further expressly waives any and all claims of any sort against Seller relating to environmental conditions of the property or fitness for a particular use, including but not limited to any claims for response costs, contribution or any other liability under the federal Comprehensive Environmental Remediation Compensation and Liability Act (commonly known as "Superfund", 42 U.S.C. § 9600 *et seq.*, and any and all other federal, state and local laws, including common law, relating to environmental clean-up. Buyer acknowledges that, except as expressly set forth in Section 5(a) above, Seller has not made any representation or warranty, whether express or implied, with respect to (i) the physical condition or state of repair of the Subject Premises or Personal Property (including any warranties which may be deemed made at law the benefit of which, if any, Buyer hereby waives), (ii) the use, merchantability, design, quality, description, durability, operation or fitness for use of the Subject Premises or Personal Property, (iii) the quality of the Subject Premises or Personal Property or quality of work therein, (iv) the state of title to the Subject Premises or Personal Property, (v) the rental or other income, operating expenses, tenancies or occupancies of the Subject Premises; (vi) whether the Subject Premises is in compliance with all requirements of law; (vii) as to the real estate tax liability of the Subject Premises; (viii) the compliance of the Subject Premises in its current or any future state, with any certificate of occupancy or with applicable zoning ordinances or any other

governmental laws, rules, regulations or requirements and the ability to obtain a variance in respect to the Subject Premises' non-compliance, if any, with said zoning ordinances and/or governmental requirements; (ix) except as expressly set forth herein, the presence or absence of asbestos, hydrocarbon, toxic waste and/or other hazardous materials on the Subject Premises or within the Personal Property as defined and regulated by any federal, state and/or local environmental and/or health agencies having jurisdiction with respect to the Subject Premises notwithstanding any information which may have been furnished by Seller with respect thereto; (x) the availability of any financing for the purchase or operation of the Subject Premises from any source whatsoever; (xi) the compliance of any boiler, oil burners, fuel burning devices, compactors, or any other equipment used in the operation of the Subject Premises, with all requirements of law; (xii) whether the Seller is in compliance with all requirements of law with respect to the maintenance and operation of the Subject Premises or Personal Property; or (xiii) any other matters affecting or relating to the Subject Premises, the Personal Property or this transaction which might be pertinent in considering the making or the execution of this Agreement.

Section 5.3 In entering into this Agreement and acquiring the Subject Premises and Personal Property, Buyer has not been induced by and has not relied upon (and Seller is not liable for or bound by) any representations, warranties, guarantees, promises, statements, real estate broker "set ups" or other information, whether express or implied, made or furnished by Seller or by any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller (whether or not any such representations, warranties, guarantees, promises or statements were made in writing or orally) which are not expressly set forth in this Agreement with respect to the Subject Premises and Personal Property.

Section 5.4 Buyer represents and warrants to Seller that (i) Buyer shall neither encumber nor cause any liens to be created against the Subject Premises in any way, prior to the Closing; (ii) this Agreement and each of the agreements and documents to be executed and delivered in accordance with this Agreement has been, or will at the Closing be, duly authorized, executed and delivered by Buyer, and constitute, or will constitute at the Closing, a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms; (iii) Buyer has sought the advice of and has been represented by competent legal counsel of Buyer's choice in connection with this Agreement and the transactions related to this Agreement; and (iv) there are no judgments, orders, or decrees of any kind against Buyer which are unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings pending or, to Buyer's actual knowledge, threatened against Buyer which would have any material adverse effect on the business or assets, or the condition, financial or otherwise, of Buyer or the ability of Buyer to consummate the transaction contemplated by this Agreement.

Section 5.5 Buyer acknowledges that this is an "All Cash Transaction", not subject to Buyer obtaining financing and Buyer represents and warrants to Seller that Buyer has or will have by the Closing Date sufficient funds on hand to consummate the transaction contemplated by this Agreement.

ARTICLE VI

DUE DILIGENCE AND BUYER'S INSPECTION OF THE SUBJECT PREMISES

Section 6.1 Buyer's obligations hereunder are subject to it having obtained, within forty-five (45) days of the Effective Date (the "Due Diligence Period"), at its sole cost and expense, such title, environmental, engineering, architectural and other studies of the Subject Premises, including but not limited to its title and environmental condition, as it deems necessary, which shall be in Buyer's sole and absolute discretion. Notwithstanding the foregoing, the nature and scope of environmental testing and investigation that Buyer shall be permitted to conduct at the Subject Premises during the Due Diligence Period is limited to those activities as approved, in advance and in writing, by Seller which approval shall not be unreasonably withheld (it being understood that Buyer intends to make test borings and take soil samplings at the Subject Premises). Buyer shall have the right to elect to terminate this Agreement by giving written notice of such election ("Buyer's Termination Notice") to Seller prior to the expiration of the Due Diligence Period, with "Time Being of the Essence" with regard thereto, in the event that Buyer, in the course of its due diligence investigation, determines that it is not satisfied in Buyer's sole and absolute discretion with its due diligence investigation. In the event this Agreement is terminated pursuant to the preceding sentence, this Agreement shall be null and void and neither party shall have any further obligation or liability to the other except as expressly set forth herein, provided that Escrow Agent shall return the Deposit to Buyer, together with accrued interest thereon. If Buyer fails to deliver Buyer's Termination Notice to Seller prior to the conclusion of the Due Diligence Period, such period shall be deemed, for all purposes hereunder, to have expired.

Section 6.2 Seller shall reasonably cooperate with Buyer in connection with Buyer's inspections and to facilitate Buyer's investigation and evaluation of the Subject Premises and the condition of title thereto. Seller shall have management personnel reasonably available by telephone during normal business hours to discuss the Subject Premises and its operations with agents of the Buyer. Seller shall permit Buyer and its authorized representatives to inspect all portions of the Subject Premises provided Buyer shall give Seller one (1) day prior notice (which notice shall be via telephone, fax or email), provided such notice shall include sufficient information to permit Seller to review the scope of the proposed inspection, and Buyer shall not conduct or allow to be conducted any invasive testing without Seller's prior written consent which consent shall not be unreasonably withheld. Buyer's right to enter upon the Subject Premises to conduct any invasive tests shall be further conditioned upon Buyer's obligation to provide Seller with such insurance coverages as Seller may reasonably require to protect Seller against any and all losses and liabilities which may result from Buyer's entry upon the Subject Premises or Buyer's conduct of such tests. Buyer or its environmental engineer shall obtain all such insurance coverages at Buyer's sole cost and expense, and Buyer or its environmental engineer shall provide Seller with duly issued certificates of insurance for all such coverages on or before the date on which Buyer or its environmental engineer enters upon the Subject Premises pursuant to this Section 6. Buyer shall deliver a copy of such environmental reports and studies to Seller within five (5) business days from its receipt. Buyer shall keep Seller reasonably informed of Buyer's progress in conducting its due diligence investigations during the Due Diligence Period.

Section 6.3 BUYER AGREES TO RESTORE THE SUBJECT PREMISES TO SUBSTANTIALLY ITS ORIGINAL CONDITION AFTER THE CONDUCT OF ANY SUCH PHYSICAL INSPECTIONS OR TESTS. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER, ITS PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS AND EMPLOYEES, AND THE SUBJECT PREMISES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES SUFFERED BY OR ASSERTED AGAINST SELLER, ITS PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS OR EMPLOYEES, AND/OR THE SUBJECT PREMISES, ARISING IN ANY MATTER INCLUDING OUT OF ANY ENTRY ON TO THE SUBJECT PREMISES OR ACTIVITIES CONDUCTED THEREON BY BUYER, ITS AGENTS, ITS PARTNERS, MEMBERS, PRINCIPALS, OFFICERS, DIRECTORS OR EMPLOYEES, DURING THE PENDENCY OF THIS AGREEMENT, AND SUCH OBLIGATIONS SHALL SURVIVE CLOSING OR ANY TERMINATION OF THE AGREEMENT. NOTWITHSTANDING ANY LIMITING LANGUAGE WHICH MIGHT OTHERWISE BE CONTAINED IN THIS AGREEMENT, SELLER SHALL BE ENTITLED TO THE REMEDIES OF SPECIFIC PERFORMANCE AND DAMAGES AGAINST BUYER IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT WITH RESPECT TO ANY REPAIR OR RESTORATION OBLIGATION IN CONNECTION WITH ANY INSPECTIONS.

Section 6.4 All materials obtained by Buyer pursuant to this Section 6(a) shall be held in confidence by Buyer and disclosed only to its consultants, attorneys, accountants and lenders or as may be otherwise required by law. If the parties fail to consummate the transaction described herein for any reason, Buyer shall deliver to Seller copies of all written information and reports obtained by Buyer pursuant to this Section 6(a) (including but not limited to all assessments, tests and other reports related to the environmental condition of the Subject Premises), which obligation shall survive the termination of this Agreement.

Section 6.5 Buyer, at its sole cost and expense, shall make application during the Due Diligence Period to Title Company for its commitment to insure the Buyer's title to the Subject Premises, subject only to Permitted Exceptions. Buyer shall cause the Title Company to send any title report or certificate of title simultaneously to the Seller's attorney and the Buyer's attorney.

ARTICLE VII OPERATIONS PENDING CLOSING

The Subject Premises will be delivered to Buyer on the Closing Date in substantially the same condition as exists on the date hereof, subject to reasonable wear and tear and damage by casualty or the elements. Seller shall maintain the Subject Premises until the Closing Date in a manner consistent with recent historical practices; provided, however, Seller shall be obligated to remove from the Subject Premises the tangible personal property, trade fixtures and/or equipment listed on Exhibit "C" annexed hereto (the "Excluded Assets") prior to the Closing Date. Seller shall remove all surface trash and debris located on but not under the Subject Premises prior to Closing, and the Subject Premises shall be delivered free and clear of trash and debris at Closing. Seller shall not grant any leases, tenancies or rights of occupancy in or to the Subject Premises prior to the Closing Date without Buyer's prior written approval.

ARTICLE VIII CLOSING

Upon the earlier of (i) the expiration of the Due Diligence Period (without Seller having received the Buyer's Termination Notice) or (ii) Seller's receipt from Buyer of a written waiver of the Due Diligence Period, appropriate proceedings shall be commenced in the Canadian Court, and thereafter in the US Bankruptcy Court for issuance of the Orders (approving the sale as contemplated herein by the Canadian Court and recognition of the Canadian Order by the US Bankruptcy Court, including the extension of "free and clear" protections of section 363 of the Bankruptcy Code under chapter 15 of the Bankruptcy Code). If the requests for the Orders are denied or not granted in time for the Closing Date (as set forth below), Buyer shall have the option to either (i) terminate this Agreement (at which time the Deposit will be returned to Buyer and the parties shall have no further liability to each other hereunder (except for Buyer's obligations under Section 6.3 and 6.4 hereof)) or (ii) extend the Closing Date for up to fifteen (15) additional days for receipt of the Orders. If the Orders have still not been issued, then this Agreement shall terminate and the Deposit will be returned to Buyer and the parties shall have no further liability to each other hereunder (except for Buyer's obligations under Sections 6.3 and 6.4 hereof). Subject to and conditioned upon the receipt of the Orders, the closing of the transaction which is the subject of this Agreement (the "Closing") shall take place no later than the date that is sixty (60) days after the end or earlier waiver by Buyer of the Due Diligence Period (which date or any other date as may be agreed upon by the parties is referred to throughout this Agreement as the "Closing Date") at the offices of the Escrow Agent or such other place as the parties may mutually agree upon in writing.

ARTICLE IX BROKERAGE

Each party represents and warrants to the other party that it has dealt with no broker in connection with this Agreement except Industry One (the "Broker") and that it knows of no other broker who has claimed or may have the right to claim a commission or other compensation, in connection with this transaction. Each party hereto shall indemnify and defend the other party against any costs, claims or expenses, including attorneys' fees, arising out of the breach on the part of the indemnifying party of any representations, warranties or agreements contained in this paragraph. Seller shall pay any commission to the Broker as per separate agreement, but only upon completion of this sale transaction. The representations and obligations under this paragraph shall survive the Closing or, if Closing does not occur, the termination of this Agreement.

ARTICLE X SELLER'S CLOSING OBLIGATIONS

At the Closing, Seller shall deliver or cause to be delivered the following to Buyer:

- (a) The duly executed and acknowledged Deed;
- (b) The duly executed Bill of Sale;
- (c) A duly executed New York State transfer tax returns;

(d) A Certification of Non-foreign Status in accordance with the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445"); and

(e) Any other documents required by this Agreement to be delivered by Seller;

ARTICLE XI BUYER'S CLOSING OBLIGATIONS

At the Closing, Buyer shall:

(a) Pay the balance of the Purchase Price, subject to adjustment for apportionments and closing costs in accordance with the terms hereof;

(b) Instruct the Escrow Agent to cause the Deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns and payments of such taxes to be delivered to the appropriate officers promptly after the Closing Date; and

(c) Deliver any other documents required by this Agreement to be delivered by Buyer.

ARTICLE XII OBJECTIONS TO TITLE: FAILURE OF SELLER OR BUYER TO PERFORM

Section 12.1 If at the date set for the Closing, Seller is unable to convey to the Buyer title to the Subject Premises subject to and in accordance with the provisions of this Agreement or is unable to fulfill any condition precedent to Buyer's obligations under this Agreement or if any representation by Seller hereunder is not true and correct in all material respects at the Closing, Seller shall be entitled, upon written notice delivered to Buyer at or prior to such date, to reasonable adjournments of the Closing Date one or more times not exceeding sixty (60) days in the aggregate, to enable Seller to convey such title or fulfill any such condition or cure the breach of any such representation under this Agreement. If Seller does not elect to adjourn the Closing, or if on the adjourned date Seller is unable to convey title in accordance with the provisions of this Agreement, then either (i) Buyer may terminate this Agreement by written notice delivered at or prior to the date originally fixed for Closing or the adjourned date (as the case may be), whereupon this Agreement shall terminate and neither party shall have any obligations of any nature to the other hereunder except as expressly set forth herein, provided that Seller shall return the Deposit (with interest earned thereon, if any) or (ii) Buyer may elect, as permitted by Section 12.2, to take such title as Seller is able to convey without any deduction from the Purchase Price. The failure of Buyer to give Seller notice of termination as provided in subdivision (i) above, shall be deemed an election by Buyer to continue this Agreement. This Agreement shall not be deemed to require Seller (x) to institute any legal action or proceeding to remove any defects in or objections to title or to fulfill any condition of the performance of this Agreement or (y) to expend any moneys to remove any defects or objections to title, other than to satisfy existing mortgages, mechanics liens, federal tax liens, judgments or other liens and encumbrances which can be satisfied by the payment of money in a liquidated amount to a maximum of the Purchase Price.

Section 12.2 Buyer, during the time limits set forth in Section 12.1, may accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. In any event, the acceptance of the Deed by Buyer shall be deemed to be full performance of, and discharge of, every agreement and obligation on the part of Seller to be performed hereunder as a condition precedent to Buyer's obligations except for matters that are expressly provided herein or thereupon on Closing to survive the Closing.

Section 12.3 If the Subject Premises shall, at the time of Closing, be subject to any liens, such as for judgments or transfer, franchise, license or other similar taxes, or any encumbrances or other title exceptions which would be grounds for Buyer to reject title hereunder, the same shall not be deemed an objection to title provided that, at the time of Closing, the Title Company will issue or bind itself to issue a policy which will omit same as exceptions to the insurance coverage for a premium computed at regular rates. The existence of any such liens or other defects at the Closing shall not be deemed defects in or objections to title if Seller shall deliver at the Closing instruments in form sufficient to satisfy the same.

Section 12.4 In the event the Buyer shall fail to close by reason of its default under this Agreement, Seller shall be entitled to receive and retain the Deposit (together with any interest earned thereon), which Deposit shall be deemed to be liquidated and agreed upon damages hereunder, provided that this provision shall not limit Seller's right to pursue and recover on a claim with respect to any obligation under this Agreement which survives any such termination of this Agreement, including, but not limited to, any damages arising out of Buyer's due diligence investigation. The provisions herein contained for liquidated agreed upon damages are bona fide and constitute a reasonable estimate of Seller's damages and are not a penalty. The parties agree that by reason of Seller's binding itself to the sale of the Subject Premises and by reason of the withdrawal of the Subject Premises from sale at the time when other parties are or may be interested in acquiring the Subject Premises, that Seller will have sustained damages if Buyer defaults, which damages will be substantial but the actual damages will not be capable of determination with mathematical precision due to the unpredictability of many factors which affect the value and marketability of the Subject Premises.

Section 12.5 If Seller shall fail to close by reason of its default under this Agreement, Buyer may as its sole remedy either (i) terminate this Agreement and receive a refund of the Deposit or (ii) pursue an action for specific performance against Seller. Seller shall not be liable to Buyer for any damages, including, without limitation, any punitive, speculative or consequential damages.

ARTICLE XIII ESCROW

This Agreement shall serve as escrow instructions to the Escrow Agent, subject to its Standard Conditions of Acceptance of Escrow; provided, however, that this Agreement shall govern in the event of any conflict between said Standard Conditions and any of the terms hereof.

ARTICLE XIV
NOTICES

Section 14.1 Any notice or other communication required or permitted by this Agreement shall be in writing and shall be sent by Federal Express or other overnight courier service, addressed as follows:

To Seller:

c/o Arctic Glacier Inc.
625 Henry Avenue
Winnipeg, MB R3A 0V1
Attn: Michael D. Wohlgemuth

Copies to:

Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
Attn: William A. Herzberger, Esq.
Email: wherzberger@jonesday.com

Aikins, MacAulay & Thorvaldson LLP
30th Floor -- 360 Main Street
Winnipeg, MB R3C 4G1
Attn: Dale R. Melanson, Esq.
Email: DRM@Aikins.com

To Buyer:

Peter J. Pastorelli, Sr.
17 Green Street
Huntington, NY 11743

Copy to:

Margolin & Margolin
52 Elm Street, Suite 1
Huntington, NY 11743
Attn: James S. Margolin, Esq.
Email: margolinlaw52@aol.com

Section 14.2 The parties hereto may change the address to which notice shall be sent by giving notice as provided above. The Counsel herein identified for the respective parties are hereby authorized to give notices and any notice given by such Counsel for the respective parties shall be deemed a notice given by such party with the same force and effect as if given by such party. The copy notice to counsel may be given by email only. Notice shall be deemed delivered one (1) business day after the date sent if sent as required in this Article XIV.

ARTICLE XV CLOSING COSTS

Buyer shall pay the New York State Real Estate Transfer Tax and any other documentary stamp taxes, escrow and title insurance charges and all other costs or expenses incident to execution or recordation of documents required in order to transfer title to the Subject Premises. Additionally, Buyer shall pay all costs in connection with any financing obtained by Buyer (including New York State Mortgage Recording Tax), the costs of any engineering, architectural and environmental studies in connection with its due diligence, all fees in connection with obtaining any necessary permits and/or approvals, and any updated survey costs. Seller shall pay for any real estate brokerage commission pursuant to Section 9 above and the cost of recording any release of mortgage, mechanic's lien, judgment or other encumbrance to title which Seller is obligated to satisfy pursuant to the terms of this Agreement. Each party shall pay the fees of its own attorneys.

ARTICLE XVI DAMAGE, DESTRUCTION OR CONDEMNATION

Seller shall keep in effect until Closing its present hazard insurance. Seller represents that it carries full replacement cost coverage. The risk of any loss by casualty or by the taking of the Subject Premises or any part thereof by eminent domain shall be assumed solely by Seller until Closing. Notwithstanding anything to the contrary herein, Seller and Buyer each agree that in the event of a loss in connection with damage, destruction or condemnation, New York General Obligations Law Section 5-1311 shall apply.

ARTICLE XVII TAX-FREE EXCHANGE

Seller shall have the option to structure the transaction which is the subject of this Agreement as a "Tax Free Exchange" under Internal Revenue Code Section 1031, in which case the following shall occur: (i) an exchange trustee will be retained by the Seller to act as a qualified intermediary for the purpose of facilitating the exchange; (ii) Seller's interest in the Subject Premises shall be assigned to the exchange trustee, together with an assignment of this Agreement; (iii) the Purchase Price will be paid by Buyer to the exchange trustee and utilized by the exchange trustee to acquire the replacement property in lieu of the Buyer acquiring the replacement property; and (iv) for reasons unrelated to Federal Income Tax, the exchange trustee shall direct the Seller to convey legal title to the Subject Premises, by deed, directly to Buyer. Buyer acknowledges that the exchange trustee will be acting in lieu of the Buyer in completing the exchange transaction, namely the acquisition of the replacement property and its transfer to Seller in exchange for the Subject Premises. Buyer agrees to cooperate with Seller in connection with such tax-free exchange, which Seller agrees shall be accomplished without delaying the closing and without any additional expense or liability to the Buyer. Seller shall be responsible for the payment of all of Seller's income taxes, interest and penalties, if any, arising out of such tax-free exchange. At Seller's request, Buyer shall execute an exchange trust containing the aforesaid provisions. If Seller shall structure the transaction as a tax-free exchange as permitted herein, at such time as Seller would otherwise be entitled to payment of the Deposit, or any other portion of the Purchase Price, Escrow Agent shall pay such amounts to the exchange trustee and

not to Seller. This paragraph shall survive closing. In the event Buyer elects to do a Tax Free Exchange, Seller, at Buyer's sole cost and expense, shall cooperate with Buyer to effectuate the exchange.

ARTICLE XVIII PENDING TAX REDUCTION PROCEEDINGS

Seller is hereby authorized to continue any proceeding or proceedings now pending for the reduction of the assessed valuation of the Subject Premises up to and including the tax year in which the Closing takes place subsequent to the Closing, and in Seller's sole discretion to litigate same. The net refund of taxes, if any, for any tax year received by Seller shall be apportioned between Seller and Buyer, if Buyer is so entitled, in accordance with the provisions of this Agreement. Prior to any apportionment, however, Seller shall be entitled to deduct from any refund that it receives all expenses, including attorneys' fees, incurred in obtaining such refund. Buyer shall deliver to Seller, upon demand, receipted tax bills and cancelled checks used in payment of such taxes and shall execute any and all consents or other documents, and do any act or thing necessary for the collection of such refund by Seller. The provisions of this section shall survive the Closing.

ARTICLE XIX ENVIRONMENTAL

Section 19.1 Buyer acknowledges and agrees that Buyer has reviewed and/or at Closing will have had the opportunity to review to its satisfaction the environmental condition of the Subject Premises.

Section 19.2 Subject to the provisions of Article VI (relating to due diligence), Buyer hereby covenants that, unless required by law, it will not initiate, pursue, or otherwise participate in any claim, action, or investigation, nor will it make or refer any action, investigation, or inquiry to any governmental agency or other person, against Seller or its agents, employees, or other representatives relating to the environmental condition of the Subject Premises, including any contamination at, on, under, or from the Subject Premises.

Section 19.3 If there is any environmental condition at the Subject Premises left in place at the Subject Premises at the time of Closing, Buyer agrees to, notwithstanding anything to the contrary contained herein, expressly assume all liabilities and obligations regarding the performance of any investigation or remediation of such condition. Buyer will take such actions as are necessary to effect such assumption with the applicable governmental authorities.

Section 19.4 Buyer does hereby forever release and discharge the Monitor, the Seller, and its respective shareholders, parent companies, subsidiaries, affiliates, legal representatives, successors and assigns of and from any and all claims, demands, losses, liabilities, judgments, settlements, damages, penalties, consequential damages, exemplary damages, fines, encumbrances, liens, remediation, abatement, costs and expenses of investigation, remediation or cleanup in defense of or resulting from any claim, action or suit, demand or administrative proceeding or any requirement of any governmental or quasi-

governmental authority whatsoever of every name and nature, whether known or unknown, whether or not well founded in fact or in law, and whether in law or in equity or otherwise, whether direct or consequential, compensatory, exemplary, liquidated or unliquidated, which Buyer or its respective legal representatives, successors, assigns, heirs, executors or administrators has, shall have or may ever have with respect to any environmental condition, investigation or remediation with respect to the Subject Premises. Buyer further expressly waives any and all claims of any sort against Seller relating to environmental conditions of the property or fitness for a particular use, including but not limited to any claims for response costs, contribution or any other liability under the federal Comprehensive Environmental Remediation Compensation and Liability Act (commonly known as "Superfund"), 42 U.S.C. § 9600 *et seq.*, and any and all other federal, state and local laws, including common law, relating to environmental clean-up.

ARTICLE XX MISCELLANEOUS PROVISIONS

Section 20.1 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

Section 20.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York in all respects including the validity, interpretation and performance thereof and without giving effect to principles of conflict of laws.

Section 20.3 The captions in this agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement.

Section 20.4 This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

Section 20.5 The submission of this Agreement by Seller to Buyer shall in no manner bind Seller nor shall the same constitute an offer by Seller to Buyer. This Agreement shall be binding on Seller only when duly executed by Seller and Buyer and upon delivery of a copy of such fully executed agreement by Seller to Buyer.

Section 20.6 If the provisions of any Exhibit or schedule to this Agreement are inconsistent with the provisions of this Agreement, the provisions of such Exhibit or schedule shall prevail.

Section 20.7 The parties agree that neither this Agreement nor any memorandum or notice thereof shall be recorded in any public record and that, unless otherwise agreed to by Seller or otherwise required by law, this Agreement and the transaction contemplated herein shall be kept confidential by the parties.

Section 20.8 Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

Section 20.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

Section 20.10 Each party to this Agreement agrees to execute, acknowledge and deliver or cause to be delivered, such other deeds, assignments, affidavits, certificates and other instruments and documents as may be reasonably necessary and required by the other party from time to time to confirm and carry out the intent and purpose of this Agreement and the performance of each party's obligations under the terms of this Agreement, in such form as shall be reasonably satisfactory to counsel for both parties.

Section 20.11 Buyer may not assign this Agreement to any person or to any entity without the prior written consent of Seller, which consent may be granted or denied in Seller's sole discretion, and any assignment in violation of this provision shall be null and void and constitute a material breach of this Agreement. Notwithstanding the foregoing, Buyer may assign this Agreement to a real estate entity in which Peter J. Pastorelli, Sr. or a member or members of his immediate family shall be members/principals (but any such assignment shall not release the Buyer from joint and several liability hereunder).

Section 20.12 This Agreement has been negotiated by the parties hereto, each of whom have been represented by independent counsel of their choice. Neither party shall be deemed to have been the drafter of this agreement for purposes of any interpretation hereof and no deletions from prior drafts of this Agreement shall be construed to create the opposite intent of the deleted provisions.

Section 20.13 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained herein.

Section 20.14 If either Buyer or Seller shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, provision or condition hereof, or otherwise arising out of or to enforce this Agreement, the unsuccessful party shall pay to the prevailing party reasonable attorney's fees, which shall be payable whether or not any action is prosecuted to judgment and all costs incurred. The term "prevailing party" shall include, without limitation, a party which obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

Section 20.15 Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their successors and assigns, any rights, remedy or claim under or in respect to this Agreement or any provisions thereof, and no third party beneficiary status shall be conferred on any other party except as herein set forth.

Section 20.16 No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Section 20.17 The parties hereto knowingly, voluntarily, irrevocably, unconditionally and intentionally waive the right to a trial by jury in respect of any dispute or litigation arising hereunder or arising out of, under, or in connection with any document or agreement executed in connection herewith or the exercise by any party of any of their rights hereunder.

Section 20.18 Buyer may waive any condition or contingency/term in its favor this Agreement (provided, however, that this shall not imply that Buyer can waive the condition for the receipt of the Orders) and close title in accordance with the terms hereof and without abatement in the Purchase Price.

Section 20.19 While this Agreement is not subject to financing, in the event Purchaser shall obtain institutional financing, Seller agrees to close title in the offices of said lender or its attorneys.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

ARCTIC GLACIER NEW YORK INC.

By: 

Name: Keith W. McMahon

Title: President

BUYER:


Peter J. Pastorelli, Sr.

EXHIBIT "A"

DESCRIPTION OF SUBJECT PREMISES

All that certain plot, piece, or parcel of land, situate, lying, and being in the Town of Huntington, County of Suffolk, and State of New York being more particularly bounded and described as follows:

BEGINNING at a point of the easterly side of Stewart Avenue where the same is intersected by the northerly side of land now formerly of Nass; said point of beginning being also distant 150.00 feet northerly from the corner formed by the intersection of the easterly side of Stewart Avenue with the northerly side of First Avenue.

RUNNING THENCE south the easterly side of Stewart Avenue, North 5 degrees 14 minutes 50 seconds east 262.49 Feet;

RUNNING THENCE south 57 degrees 00 minutes east 156.38 feet to land now or formerly of prime;

RUNNING THENCE along said land now or formerly of prime the following two courses and distances:

(1) south 11 degrees 53 minutes 50 seconds west 189.87;

(2) south 8 degrees 09 minutes 40 seconds east 1.10 feet to land now or formerly of Nass;

RUNNING THENCE along said land now formerly of Nass north 84 degrees 45 minutes 10 seconds west 116.64 feet to the easterly side of Stewart Avenue at the point or place of beginning.

EXHIBIT "B"

SURVEY

<div style="border: 1px solid black; padding: 5px; text-align: center;"> IDENTIFIED SIGNAL DESCRIPTION </div>	
<p>1. Signal Name: [Blank]</p> <p>2. Signal Type: [Blank]</p> <p>3. Signal Source: [Blank]</p> <p>4. Signal Location: [Blank]</p> <p>5. Signal Frequency: [Blank]</p> <p>6. Signal Wavelength: [Blank]</p> <p>7. Signal Bandwidth: [Blank]</p> <p>8. Signal Power: [Blank]</p> <p>9. Signal Modulation: [Blank]</p> <p>10. Signal Encoding: [Blank]</p> <p>11. Signal Protocol: [Blank]</p> <p>12. Signal Format: [Blank]</p> <p>13. Signal Structure: [Blank]</p> <p>14. Signal Content: [Blank]</p> <p>15. Signal Purpose: [Blank]</p> <p>16. Signal Use: [Blank]</p> <p>17. Signal Status: [Blank]</p> <p>18. Signal Notes: [Blank]</p>	<p>1. Signal Name: [Blank]</p> <p>2. Signal Type: [Blank]</p> <p>3. Signal Source: [Blank]</p> <p>4. Signal Location: [Blank]</p> <p>5. Signal Frequency: [Blank]</p> <p>6. Signal Wavelength: [Blank]</p> <p>7. Signal Bandwidth: [Blank]</p> <p>8. Signal Power: [Blank]</p> <p>9. Signal Modulation: [Blank]</p> <p>10. Signal Encoding: [Blank]</p> <p>11. Signal Protocol: [Blank]</p> <p>12. Signal Format: [Blank]</p> <p>13. Signal Structure: [Blank]</p> <p>14. Signal Content: [Blank]</p> <p>15. Signal Purpose: [Blank]</p> <p>16. Signal Use: [Blank]</p> <p>17. Signal Status: [Blank]</p> <p>18. Signal Notes: [Blank]</p>

EXHIBIT "C"

EXCLUDED ASSETS

Seller shall engage Veolia Environmental Services, at Sellers cost, to perform the work identified on the proposal dated July 3, 2012 regarding the pumping, transportation and disposal of calcium chloride brine solution located at the Subject Premises (a copy of which proposal was provided to Buyer).

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is made as of this ____ day of August, 2012, by and between ARCTIC GLACIER NEW YORK INC., a New York corporation ("Seller"), and PETER J. PASTORELLI, SR. ("Buyer").

RECITALS:

A. Seller and Buyer entered into a Purchase and Sale Agreement dated as of July 6, 2012 (the "Agreement"), relating to the sale and purchase of certain improved real property commonly known as 50 Stewart Avenue, Huntington, County of Suffolk and State of New York, as more particularly described in the Agreement.

B. Seller and Buyer acknowledged and agreed that the Effective Date of the Agreement was July 18, 2012, such that the Due Diligence Period thereunder would expire on September 4, 2012.

C. Seller and Buyer desire to amend the Agreement in accordance with the terms and conditions set forth herein. All capitalized terms used in this First Amendment but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer acknowledge and agree as follows:

1. Extension of Due Diligence Period; Waiver. For the sole purpose of affording Buyer additional time to conduct environmental testing at the Subject Premises in accordance with the Agreement, the Due Diligence Period shall be extended such that it expires on September 28, 2012 and, upon execution hereof, Buyer shall be deemed to have waived its right to terminate the Agreement pursuant to Section 6.1 thereof for all purposes except as relate to the results of Buyer's environmental due diligence investigation. For avoidance of doubt, the foregoing waiver does not and shall not be construed to waive or otherwise limit Buyer's right to terminate the Agreement pursuant Section 12.1 thereof.

2. Ratification of Agreement. This First Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Agreement. Except as expressly amended hereby, all of the other terms, covenants and conditions contained in the Agreement shall continue unchanged and remain in full force and effect and are hereby ratified and confirmed. If a conflict shall arise between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall govern.

3. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement. In order to facilitate the transaction contemplated herein, telecopied signatures or signatures transmitted via email in .pdf format may be used in place of original signatures to this First Amendment.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed
by as of the day and year first above written.

SELLER:

ARCTIC GLACIER NEW YORK INC.,
a New York corporation

By: _____
Name:
Its:

BUYER:


Peter J. Pastorelli, Sr.

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Second Amendment") is made as of this 27th day of September, 2012, by and between ARCTIC GLACIER NEW YORK INC., a New York corporation ("Seller"), and PETER J. PASTORELLI, SR. ("Buyer").

RECITALS:

A. Seller and Buyer entered into a Purchase and Sale Agreement dated as of July 6, 2012, as amended by a First Amendment to Purchase and Sale Agreement dated as of August 31, 2012 (as so amended, collectively, the "Agreement"), relating to the sale and purchase of certain improved real property commonly known as 50 Stewart Avenue, Huntington, County of Suffolk and State of New York, as more particularly described in the Agreement.

B. Seller and Buyer desire to amend the Agreement in accordance with the terms and conditions set forth herein. All capitalized terms used in this Second Amendment but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer acknowledge and agree as follows:

1. Adjustment to Purchase Price. The first sentence of Article II of the Agreement is modified by deleting therefrom "\$1,100,000.00 U.S. Dollars" and replacing it with "\$1,000,000.00 U.S. Dollars". For all purposes under the Agreement, the "Purchase Price" shall mean and refer to \$1,000,000.00 U.S. Dollars.

2. Expiration of Due Diligence Period. Buyer agrees that it will not exercise its right to terminate the Agreement pursuant to Section 6.1 of the Agreement and the Due Diligence Period shall expire on September 28, 2012.

3. Ratification of Agreement. This Second Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Agreement. Except as

expressly amended hereby, all of the other terms, covenants and conditions contained in the Agreement shall continue unchanged and remain in full force and effect and are hereby ratified and confirmed. If a conflict shall arise between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall govern.

4. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement. In order to facilitate the transaction contemplated herein, telecopied signatures or signatures transmitted via email in .pdf format may be used in place of original signatures to this Second Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by as of the day and year first above written.

SELLER:

ARCTIC GLACIER NEW YORK INC.,
a New York corporation

By: Alvarez & Marsal Canada Inc.
Its: Monitor under the Companies' Creditors Arrangement A

By: _____
Name: R. A. Morawetz
Its: Senior Vice President

BUYER:


Peter J. Pastorelli, Sr.

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, PETER J. PASTORELLI, SR. hereby assigns all his right, title and interest in that certain Purchase and Sale Agreement dated as of the 6th day of July, 2012, between ARCTIC GLACIER NEW YORK INC., as Seller and PETER J. PASTORELLI, SR., as Buyer, as amended by First Amendment dated as of August 31, 2012, and Second Amendment dated as of the 27th day of September, 2012 (collectively the "Agreement") said Agreement for the purchase and sale of premises known as 50 Stewart Avenue, Huntington, New York 11743 to 50 ICE HOUSE LLC as Assignee, and 50 ICE HOUSE LLC, as Assignee, hereby takes said assignment together with all benefits thereof and subject to the obligations set forth in the aforesaid Agreement.

Dated this 27th day of September, 2012


PETER J. PASTORELLI, SR., Assignor

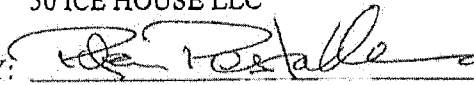
50 ICE HOUSE LLC
BY: 
PETER J. PASTORELLI, SR., Member,
Assignee

EXHIBIT C
PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
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.	:	

**ORDER (I) RECOGNIZING AND ENFORCING THE
CCAA HUNTINGTON SALE ORDER, (II) AUTHORIZING
AND APPROVING THE SALE OF HUNTINGTON PROPERTY
FREE AND CLEAR, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”) 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 entry of an order, pursuant to sections 105, 363, 1501, 1520, and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”),

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 Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware: (a) recognizing and enforcing that certain *Order* (the “CCAA Huntington Sale Order”)² entered by the Canadian Court on October 22, 2012, in the Canadian Proceeding, pursuant to which the Canadian Court authorized and approved the sale (the “Sale”) of the right, title, and interest of Arctic Glacier New York Inc. (“AGNY”), one of the Debtors, in and to the Huntington Property (defined below) to Peter J. Pastorelli, Sr., as assigned to 50 Ice House LLC (the “Purchaser”), pursuant to that certain *Purchase and Sale Agreement*, as amended, (the “Purchase Agreement”),³ by and between AGNY and the Purchaser, dated July 6, 2012; (b) authorizing and approving, pursuant to section 363 of the Bankruptcy Code, the sale of AGNY’s right, title, and, interest in and to the property located at 50 Stewart Avenue, Huntington, New York, together with the buildings and personal property specified in the Purchase Agreement (the “Huntington Property”) to the Purchaser, free, clear, and unencumbered as set forth in Recital D of the Purchase Agreement; and (c) granting certain related relief; and this Court having previously entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70] (the “Recognition Order”); and upon the *Motion Brief of the Monitor*, filed in the Canadian Proceeding on October 16, 2012 (the “Monitor’s Canadian Motion”); and upon the *Seventh Report of the Monitor*, dated October 16, 2012, (the “Monitor’s Seventh Report”) [Docket No. 181]; and the Canadian Court having entered the CCAA Huntington Sale Order; and this Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at a hearing before this Court (the “Sale Hearing”); and upon the record of the Sale Hearing and these

² A copy of the CCAA Huntington Sale Order is attached to the Motion as Exhibit A.

³ A copy of the Huntington Purchase Agreement, together with any and all amendments thereto, is attached to the Motion as Exhibit B.

Chapter 15 Cases,⁴ and after due deliberation thereon, and good cause appearing therefor, it is hereby;

FOUND AND DETERMINED THAT:

A. The Canadian Court has duly entered the CCAA Huntington Sale Order: (i) approving and authorizing AGNY's execution of the Purchase Agreement and the execution of the First and Second Amendments to the Purchase Agreement by the Monitor on behalf of AGNY; (ii) approving and authorizing the consummation of the sale of the Huntington Property; and (iii) requesting aid and recognition from this Court to give effect to the CCAA Huntington Sale Order.

B. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1410.

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

D. Due and adequate notice of the Motion, the proposed Sale, the hearing, and the subject matter thereof has been provided to all parties-in-interest herein, and no other or

⁴ Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Motion.

further notice is necessary. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities.

E. The relief requested in the Motion is in the best interests of AGNY and the other Debtors, their estates, creditors, and other parties-in-interest. The Debtors and the Monitor have demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion.

F. The Sale was negotiated and proposed in good faith, from arm's length bargaining positions, and without collusion. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protection thereof. The Debtors, the Monitor, and the Purchaser have not engaged in any conduct that would cause or permit the Sale to the Purchaser to be avoided under section 363(n) of the Bankruptcy Code.

G. The consideration provided by the Purchaser under the terms of the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer received by AGNY for the Huntington Property, (iii) will provide a greater recovery for the Debtors' creditors and other stakeholders than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession.

H. AGNY is authorized to sell the Huntington Property to the Purchaser free and clear of all liens, claims, interests, and encumbrances of any kind or nature whatsoever, with such liens, claims, interests, and encumbrances transferring and attaching to the proceeds of the Sale with the same validity and priority as such interests had in the Huntington Property immediately prior to the consummation of the Sale, because one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of

liens, claims, interests, and encumbrances who did not object to the Motion or the relief requested therein, or who interposed and then withdrew their objections, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of liens, claims, interests, and encumbrances who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their interests, if any, attach to the proceeds of the Sale of the Huntington Property.

I. Time is of the essence in consummating the Sale. To maximize the value of the Huntington Property, it is essential that the Sale occur promptly and within the time constraints set forth in the Purchase Agreement. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rule 6004.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein.
2. The CCAA Huntington Sale Order approving the Sale of the Huntington Property to the Purchaser is recognized in full and given full force and effect in the United States.
3. All objections to the Motion or relief provided herein that have not been withdrawn, waived or settled, are hereby overruled and denied on the merits.
4. Pursuant to sections 105, 363, 1501, 1520, and 1521 of the Bankruptcy Code, the Purchase Agreement is approved, and the entering into and execution of the Purchase Agreement by AGNY is hereby ratified, authorized, and approved.
5. Pursuant to sections 105, 363, and 1521 of the Bankruptcy Code and in accordance with the terms of the Purchase Agreement, AGNY is hereby authorized to sell the Huntington Property.

6. Pursuant to sections 105, 363, and 1521 of the Bankruptcy Code, AGNY and the other Debtors, the Purchaser, and the Monitor are authorized, but not directed, to take any and all actions necessary or appropriate to (a) consummate the Sale of the Huntington Property in accordance with the Purchase Agreement, the CCAA Huntington Sale Order, and/or this Order, and (b) perform, consummate, implement, and close fully the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale of the Huntington Property.

7. Pursuant to sections 105(a), 363(b), and 1521(a)(7) of the Bankruptcy Code, the sale of the Huntington Property to the Purchaser, upon the closing under the Purchase Agreement, is authorized and approved in all respects.

8. The sale of the Huntington Property to the Purchaser, as provided in the Purchase Agreement, is "AS IS-WHERE IS," without any representations or warranties of any kind from AGNY, any of the other Debtors, or the Monitor, other than as expressly provided in the Purchase Agreement.

9. The Huntington Property shall be sold free and clear of all liens, mortgages, or other rights or claims of right, encumbrances, security interests, claims, charges, interests, or other legal or equitable encumbrances and any other matter affecting the Huntington Property (collectively, "Liens and Interests"), and, upon delivery of the Monitor's Certificate (as defined in the CCAA Huntington Sale Order) confirming the close of the Sale of the Huntington Property, any Liens and Interests in the Huntington Property, or the proceeds thereof, shall attach to the proceeds of the Sale with the same validity, priority, and effect as they had against the Huntington Property immediately prior to the Sale.

10. The provisions of this order authorizing the sale and assignment of the Huntington Property free and clear of Liens and Interests shall be self-executing, and neither AGNY nor the Purchaser shall be required to procure or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this order. Notwithstanding the foregoing, however, each of AGNY's creditors are authorized and directed to execute such documents and take all other actions as may be necessary to clear and release Liens and Interests on the Huntington Property. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens and Interests on the Huntington Property has not delivered to AGNY prior to the closing of the Purchase Agreement, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such liens, claims, and encumbrances, the Purchaser is hereby authorized and directed to execute and file such termination statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Huntington Property to be sold or assigned. This order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, registrars of deeds, secretaries of state, and all other persons and entities who may be required by operation of law to accept, file, register, or otherwise record or release any documents or instruments.

11. Pursuant to section 363 and 1521(a)(7) of the Bankruptcy Code, the Monitor on behalf of AGNY and the other Debtors and the Purchaser, as well as each of their respective officers, employees, and agents, shall be, and hereby are, authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the transactions contemplated by the Motion. Any actions taken by AGNY and the

other Debtors, the Monitor on behalf of AGNY and the other Debtors, and the Purchaser necessary or desirable to consummate such transactions prior to the entry of this order are hereby ratified.

12. The Purchaser is not a successor to the Debtors or to their bankruptcy estates by reason of any theory of law or equity and the Purchaser shall not assume, nor be deemed to have assumed, any liability of the Debtors or their bankruptcy estates except as expressly provided in this order, the Bankruptcy Code, or the Purchase Agreement.

13. This Order and the Purchase Agreement shall inure to the benefit of and be binding upon the Debtors, the Purchaser, and the Monitor, all creditors of the Debtors, and any trustee, examiner, or receiver appointed in these cases or under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions shall likewise be binding on any trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Purchaser, the Debtors, their creditors, any trustee, examiner, or receiver, or any other party in interest.

14. Subject to the terms of the Purchase Agreement and the CCAA Huntington Sale Order, provisions of the Purchase Agreement may be waived, modified, amended, or supplemented by agreement among the Monitor, on behalf of AGNY, and the Purchaser, without further action or Order of this Court.

15. The failure to include any particular provision of the CCAA Huntington Sale Order, the Purchase Agreement, or any related agreements in this order shall not diminish or impair the effectiveness of that provision, it being the intent of this Court that the CCAA Huntington Sale Order, the Purchase Agreement, and any related agreements, with such

amendments thereto as may be made by the parties in accordance with the CCAA Huntington Sale Order and the Purchase Agreement, be approved and authorized in their entirety.

16. The Purchaser, as a purchaser in good faith within the meaning of section 363(m) of the Bankruptcy Code, shall be entitled to all of the protection of section 363(m) of the Bankruptcy Code, and the reversal or modification on appeal of this Order shall not affect the validity of the Sale as provided by the CCAA Huntington Sale Order, the Purchase Agreement, or this Order, unless the effectiveness of this Order is duly stayed pending appeal.

17. The stay provided for in Bankruptcy Rule 6004(h) is hereby waived and this Order shall be effective immediately upon its entry.

18. The Court shall retain exclusive jurisdiction to resolve any dispute arising from or relating to the Sale or this Order.

Dated: November __, 2012
Wilmington, Delaware

The Honorable Kevin Gross
Chief United States Bankruptcy Judge