

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. AND ARCTIC GLACIER
INTERNATIONAL INC. and the ADDITIONAL APPLICANTS LISTED
ON SCHEDULE "A" HERETO"

(collectively, the "**Applicants**")

APPLICATION UNDER THE COMPANIES' CREDITORS
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AFFIDAVIT OF BRIAN MCMULLEN

(sworn ~~October 31~~, 2012)
NOVEMBER 7,

I, Brian McMullen, of the City of San Francisco, MAKE OATH AND SAY:

1. I am a Principal at HIG Capital, LLC, the ultimate parent of Arctic Glacier U.S.A., Inc. ("Arctic U.S.A.") and Arctic Glacier Canada Inc. ("Arctic Canada") and Arctic Glacier, LLC (collectively the "Purchasers") and as such have knowledge of the matters to which I hereinafter depose, except where otherwise stated.
2. As described in greater detail below, on July 27, 2012, the Purchasers acquired certain assets from the Vendors (as these terms are defined below) pursuant to a Court-supervised and approved process and in accordance with the Sale Approval Order (as defined below) granted by the Winnipeg Court.
3. I swear this affidavit in opposition of a motion by Desert Mountain Ice, LLC (the "Landlord") for an Order compelling the Vendors and the Purchasers to pay the amount of \$12,500,000.00 U.S. funds, together with such interest, charges and costs as required (the "Arizona Lease Put"), pursuant to s. 24 of a Lease and Option

Agreement made between Desert Mountain and Arctic Glacier California Inc. dated May 25, 2006 (the "Arizona Lease") or, in the alternative, an Order amending or varying the Sale Approval Order.

4. It is not clear to me on what basis the Purchasers are being drawn into this motion. The Asset Purchase Agreement was entered into between the Applicants and the Purchasers. The Landlord is not a party to, or a third-party beneficiary under, the Asset Purchase Agreement.

5. Many steps were taken, investors retained, financing obtained, purchase price paid, employees hired and operations restructured on the reliance and expectation that the closing and obligations thereunder would be final and certain. The Landlord's attempts to seek to be named as a direct or indirect beneficiary of the deal, and to retroactively change the terms of this transaction (which closed over three months ago), causes undue confusion and uncertainty to the process. As a purchaser of assets through a Canadian Court supervised process, the Purchasers expected and relied on the ability to look to the vesting Orders and the certificates issued by the Monitor in this process, without concern that the transaction could retroactively be altered.

6. In addition, the question of whether the Arizona Lease Put is payable to the Landlord (which the Purchasers deny) is an issue strictly between the Landlord and the Vendors as the Arizona Lease Put is neither a Cure Cost nor an Assumed Liability as these terms are defined in the Asset Purchase Agreement.

The Asset Purchase Agreement and Related Agreements

The Agreements

7. On June 7, 2012, Arctic Glacier, LLC entered into an asset purchase agreement (the "Asset Purchase Agreement") with Arctic Glacier Income Fund (the "Fund") and each of the subsidiaries of the Fund (together with the Fund, the "Vendors").

Capitalized terms that are not otherwise defined in this affidavit have the meanings given to them in the Asset Purchase Agreement.

8. On July 10, 2012, the Purchasers and the Vendors entered into a designated purchaser agreement (the "Designated Purchaser Agreement"), whereby Arctic Glacier, LLC designated Arctic U.S.A. and Arctic Canada to acquire certain specified assets and assumed specified liabilities of the Vendors as described therein and each of Arctic Glacier U.S.A. and Arctic Glacier Canada agreed to be jointly and severally bound with Arctic Glacier, LLC under the Asset Purchase Agreement as if it was an original party thereto.

9. On July 27, 2012, the Purchasers and the Vendors entered into an assignment, assumption and amending agreement (the "Assignment, Assumption and Amendment Agreement") for the purpose of, among other things, amending certain provisions of the Asset Purchase Agreement.

10. The Landlord is neither a party nor a beneficiary to any of these agreements.

The Purchased Assets

11. The Assets sold pursuant to the Asset Purchase Agreement are described in Article 2.01. Pursuant to Article 2.01(a), the "Assets" include the "Lands" of the Vendor, which are defined in Article 1.01 as:

...all freehold and leasehold property and interests therein described in Section 1.01A of the Vendors Disclosure Letter, including all rights of way, licences or rights of occupation, easements or other similar rights of any Vendor in connection with such freehold and leasehold property.

12. The Arizona Lease was acquired as a leasehold interest by the Purchasers. Section 1.01A of the vendors disclosure letter among the Purchasers and the Vendor dated June 7, 2012, describes the Arizona Lease under the heading "Leasehold Real Estate - United States" in the following terms:

42. Location: 600 South 80th Avenue, Tolleson, Arizona 85353
Landlord: Desert Mountain Ice, LLC
Tenant: Arctic Glacier California Inc.
Execution Date: May 25, 2006
Expiry Date: May 24, 2009 (extended to May 24, 2015)
Use: Production and Distribution Facility
Amendments/Additions: First and Second renewal option exercised,
renewal term to expire May 24, 2015.
Options to Renew Remaining: None

The Purchase Price

13. The purchase price for the Assets is set forth in Section 2.05 of the Asset Purchase Agreement as follows:

The purchase price payable to the Vendors for the Assets...will be \$422,000,000, plus the dollar value of (i) the price paid by the Vendors for the purchase of the land and building at 600 South 80th Avenue, Tolleson, Arizona; and (ii) the Assumed Liabilities, subject to adjustment as provided in Section 2.07.

14. Prior to the closing of the transaction, the Purchasers and the Vendors determined that it was necessary to amend the above provision to take into account that the Purchasers would also be acquiring all of the petty cash of the Vendors.

15. Consequently, Section 3.01(xiv) of the Assignment, Assumption and Amending Agreement, "Amendments to the Asset Purchase Agreement", amended Section 2.05 of the Asset Purchase Agreement solely for such purpose:

Section 2.05 of the Asset Purchase Agreement is hereby deleted in its entirety and replaced with the following:

The purchase price payable to the Vendors for the Assets (such amount being hereafter referred to as the "Purchase Price") will be \$422,000,000 plus the dollar value of (i) the price paid by the Vendors for the purchase of the land and building at 600 South 80th Avenue, Tolleson, Arizona; (ii) Petty Cash; and (iii) the Assumed Liabilities, subject to adjustment as provided in Section 2.07.

16. The Purchasers did not believe it was necessary to amend section 2.05 of the Asset Purchase Agreement to delete the reference to the Arizona property in (i), given that we knew that, at the time of signing the Assignment, Assumption and Amending Agreement (which was immediately prior to the time of closing), the Vendors would not be purchasing the Arizona property and therefore believed this language to be simply not relevant. The Vendors were fully aware at this time, and all closing documents were prepared on the basis that, no additional amount was being included in the purchase price for the Arizona Lease Put.

17. The Purchase Price originally contemplated the potential of paying an amount, "the price paid by the Vendors for the purchase of the land and building at 600 South 80th Avenue, Tolleson, Arizona". This was originally provided for in the event a payment was required by the Vendors to the Landlord prior to closing. However, when the Sale Approval Order was obtained which overrode the Arizona Lease Put, no further amount was payable or paid by the Vendor to the Landlord and consequently, upon closing, the Arizona Lease was acquired as a leasehold interest by Arctic Canada.

18. As noted below, prior to closing the purchase price/cash proceeds required under the Asset Purchase Agreement were finalized at \$413.35 million, which did not include the Arizona Lease Put.

Cure Costs

19. Section 2.12(3) of the Asset Purchase Agreement provides:

The Purchaser will be responsible for all Cure Costs in respect of the Assigned Contracts, but only to the extent such Cure Costs have been reflected in the Working Capital Statement as Assumed Liabilities (emphasis added).

20. Neither the purchase price for the Arizona Property nor reference to the Arizona Lease Put is reflected in the Working Capital Statement. Accordingly, the

price to acquire the disputed property is not a Cure Cost within the meaning of the Asset Purchase Agreement.

21. Furthermore, no change of control payments are included in the Working Capital Statement and are therefore not payable by the Purchasers pursuant to the Asset Purchase Agreement.

Assumed Liabilities

22. Section 2.03 of the APA sets out an exhaustive list of the liabilities that the Purchasers agreed to assume, being the "Assumed Liabilities", including:

(f) all Liabilities arising after the time of closing with respect to the ownership or exploitation of the Assets by or through the Purchaser...or otherwise arising by or through the Purchaser after the time of closing.

(g) all Liabilities arising from or in connection with the performance of any of the Assigned Contracts (or breach thereof) after the time of closing (emphasis added).

23. If the Arizona Lease Put was triggered by the sale transaction (which, again, the Purchasers deny), it was triggered at the time of closing (not after it) and therefore does not fall within the definition of Assumed Liabilities.

24. Any Assumed Liabilities arising pre-closing had to be listed in the Working Capital Statement. Neither the purchase price for the Arizona Property nor reference to the Arizona Lease Put is reflected in the Working Capital Statement.

The Sale Approval Order and the US Sale Approval Order

25. As part of the proposed transaction, the Agreement required Approval and Vesting Orders to be obtained from the Canadian and US Courts in a form satisfactory to the Purchaser.

26. The Canadian hearing for the Canadian Approval and Vesting Order (the "Sale Approval Order") was first heard on June 21, 2012. The Purchasers were previously advised by counsel for the Vendors that notice of the motion for the Sale Approval Order was provided to the Landlord on or before June 14, 2012. A copy of the Sale Approval Order (as amended) is attached as Exhibit "A".

27. I am advised by my counsel Liz Pillon of Stikeman Elliott LLP that the transcripts from the hearing of the motion indicate that Wayne Leslie, counsel for the Landlord, was present at the hearing of the motion for the Sale Approval Order on a monitoring brief.

28. The Sale Approval Order provides, among other things, as follows:

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Assets described in the Asset Purchase Agreement, including, without limitation, the Vendors' rights, title and interest in and to any Assigned Contracts, including all leases of real property, shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser or such other person(s) as the Purchaser may direct and the Monitor may agree (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, options, warrants, trusts or deemed trusts (whether contractual, statutory or otherwise), encumbrances, obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sales provisions exercisable as a consequence of or arising from closing of the Transaction, whether arising prior to or subsequent to the commencement of these CCAA Proceedings, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any Governmental Authority or person at law or in equity whether imposed by agreement, understanding, law, equity or otherwise, and any claim or

demand resulting therefrom including but not limited to Antitrust proceedings commenced by the U.S. Department of Justice and various State's Attorney Generals (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Spivak dated February 22, 2012 and any subsequent charges created by the Court (the "**Court Charges**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Manitoba) or any other personal property registry system; (iii) Excluded Liabilities as defined in the Asset Purchase Agreement; and (iv) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets are hereby released, extinguished, expunged and discharged as against the Assets. (emphasis added)

29. The Purchasers sought this provision in the Sale Approval Order. This is consistent with the usual form of US Orders which include assignment of contract language.

30. The Landlord references the last line of paragraph 4 of the Sale Approval Order and the words "Notwithstanding anything contained in this order....Assigned Contracts shall not be or be deemed to be amended or modified by the terms of this Order...." This statement was included by the Vendors' or the Monitor's counsel prior to the service of the Motion Record and this was not a statement which the Purchasers agreed to and ultimately required it to be removed.

31. The Landlord also references paragraph 9 of the Sale Approval Order which provides:

THIS COURT ORDERS that as a condition of the closing of the Transaction, all existing monetary defaults in relation to the Assigned Contracts, other than those arising by reason of the Vendors' insolvency, the commencement of these CCAA Proceedings, or the Vendors' failure to perform a non-monetary obligation, shall be paid in accordance with section 2.12 of the Asset Purchase Agreement.

The paragraph specifically references section 2.12 of the Asset Purchase Agreement, which as noted above does not provide for the Arizona Lease Put.

32. The Sale Approval Order was subsequently amended to reflect the fact that the names of the Canadian and US Purchasers were finalized and that hearing was heard before the Winnipeg Court on July 12, 2012.

33. I am advised by my counsel Maria Konyukhova that the Landlord did not file or make submissions at the hearing.

34. I am advised by my counsel Liz Pillon and do believe that the Landlord did not appeal the Sale Approval Order or the amended Sale Approval Order.

35. The hearing in respect of the US Vesting Order was heard on July 17, 2012. The Purchasers were previously advised by counsel for the Vendors that notice of this motion was provided to the Landlord on June 27, 2012. A copy of the US Vesting Order is attached as Exhibit "B".

36. I am advised by Darren Azman, my US counsel, that the Landlord did not file or make submissions at the US hearing.

37. The Landlord appealed the US Vesting Order on July 31, 2012, after the closing had occurred. Attached hereto as Exhibit "C" is a copy of the Landlord's Notice of Appeal. The appeal is currently scheduled for mandatory mediation on November 27, 2012.

Closing of the Sale Transaction

38. The Purchasers acquired assets from the Debtor and the transaction closed on July 27, 2012. At that time the purchase price required under the Asset Purchase Agreement totalling \$413.35 million was paid. Financing was obtained and investors secured in respect of the closing based on the purchase price of \$413.35 million.

39. The Applicant provided a certificate prior to closing certifying that the conditions in sections 5.01 and 5.03 of the Asset Purchase Agreement, which include the payment of the purchase price being one of the obligations of the Purchaser under the Asset Purchase Agreement, were satisfied or waived. The Monitor issued a Monitor's certificate certifying, among other things, that the Purchasers paid the purchase price under the Asset Purchase Agreement. A copy of the Applicant's Certificate and Monitor's Certificate are attached hereto as Exhibits "D" and "E" respectively.

40. The Vendors issued a press release announcing the closing of the transaction. A copy of the release is attached hereto as Exhibit "F". Among other things, the Vendors announced:

Prior to closing of the Transaction, Arctic Glacier agreed to certain amendments to the asset purchase agreement between Arctic Glacier and the Purchaser. As a result of the amendments and because Arctic Glacier did not purchase the land and buildings of its Arizona facility, the cash proceeds available on closing were \$413.35 million subject to certain post-closing working capital and other adjustments under the asset purchase agreement.

41. The Purchasers have been operating the business of the Vendors since the closing of the transaction on July 27, 2012.

42. The Purchasers relied on the Sale Approval Orders and the Monitor's Certificate, which signalled the effective time of the vesting of the assets, which were obtained in order to close the transaction. From the Purchaser's perspective it is commercially unreasonable to seek to overturn and amend the Sale Approval Orders or the terms of the transaction generally post-closing of the transaction. If we believed that the Sale Approval Orders or terms of the transaction could be overturned retroactively after the Closing, we would not have risked completing the transaction.

43. If the Sale Approval Orders are varied or amended without the consent of the Purchasers, there is a ripple effect on the transaction entirely, unless the Applicant fully assumes the costs of the Arizona Lease Put as a monetary default.. The Landlord cannot amend one term of the transaction, while ignoring the balance of the transaction and the potential effect on the Purchasers and our stakeholders and Arctic Glacier and its stakeholders. If the transaction could be unscrambled as the Landlord is attempting, and the transaction reversed, there would be a detriment to the Purchasers, our investors, creditors, stakeholders and employees, as well as the Vendors' stakeholders and creditors. Unwinding the transaction would also involve a reversal of the payments to secured creditors and DIP Lenders made on the date of Closing, dismissal of former employees who are currently employed by the Purchasers and a reopening of the sales process undertaken by the Vendors. Put simply, this would be a catastrophic result for the business.

Landlord's Involvement in the Proceedings

44. In addition to being served with materials during the course of the CCAA proceedings, I am aware of the Landlord's involvement in these proceedings as follows.

45. I met with the Landlord prior to submission of our bid in the Arctic Glacier's sales process to discuss the then potential transaction generally.

46. On or about June 19, 2012, we began discussions with the Landlord specifically with respect to the Arizona Lease and its treatment in the sales transaction.

47. Further discussions occurred in the days prior to closing the transaction, where I advised the Landlord that the \$12.5 million Arizona Lease Put would not be paid, and the Purchasers anticipated continuing under the current terms of the Arizona Lease.

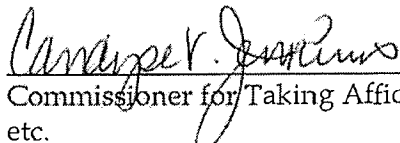
48. Following the closing of the transaction on July 27, 2012, I was not contacted by the Landlord until September 2012 regarding the Arizona Lease and the Sales Approval Order.

49. The Purchasers did not receive a copy of the May 16, 2012 Memorandum prior to completing the Transaction. The Purchasers first received a copy of the memorandum in the materials served by the Landlord in connection with this motion.

50. The Purchasers recently received a copy of the Monitor's email to the Court dated July 24, 2012 which references the Arizona Lease. The Purchasers did not receive a copy of this email prior to completing the transaction but received a copy following the October 22, 2012 appearance before Justice Spivak.

51. I note paragraphs 27 and 28 of the Notice of Motion where the Landlord suggests the Purchasers entry into possession of the Arizona Property is without the Landlord's consent, unlawful and in breach of the Sale Approval Order. These comments are remarkable given the fact the Purchasers, with the Landlord's knowledge, have been operating from the Arizona facility since the closing on July 27, 2012, and since that time the Purchasers have been paying and the Landlord accepting monthly rental in accordance with Arizona Lease at a total of \$108,000 per month.


SWORN BEFORE ME at the City of
San Francisco, California on October
7 31, 2012.


Commissioner for Taking Affidavits,
etc.

Member


Brian McMullen

THIS IS EXHIBIT "A", referred to in the
Affidavit of Brian McMullen, sworn on
~~October 31~~, 2012.
NOVEMBER 7,



Commissioner for Taking Affidavits

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

In re	Chapter 15
ARCTIC GLACIER INTERNATIONAL INC., <i>et al.</i> , ¹	Case No. 12-10605 (KG)
Debtors in a Foreign Proceeding.	(Jointly Administered)
	Ref. Docket Nos. <u>123</u>

**ORDER PURSUANT TO SECTIONS 105(A), 363, 1501, 1520, AND 1521
OF THE BANKRUPTCY CODE, AND BANKRUPTCY RULES 2002, 6004, AND
9014 (I) RECOGNIZING AND ENFORCING THE CCAA VESTING ORDER,
(II) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ANY AND ALL
LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS,
(III) AUTHORIZING ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the Motion (the "Motion")² of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the "Monitor") for the above-captioned debtors (collectively, the "Debtors") in a proceeding (the "Canadian Proceeding") commenced under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and pending before the Court of Queen's Bench Winnipeg Centre (the "Canadian Court"), for entry of an order (the "U.S. Sale Order"),

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) ICEsure Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowlton Enterprises Inc. (8701); (xxvii) Mountain Water Ice Company (2777); (xxviii) R&K Trucking, Inc. (6931); (xxix) Winkler Lucas Ice and Fuel Company (0049); (xxx) Wonderland Ice, Inc. (8662). The Debtors' executive headquarters is located at 625 Henry Avenue, Winnipeg, Manitoba, R3A 0V1, Canada.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

pursuant to sections 105(a), 363(b), (f), (m), and (n), 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: (a) recognizing and enforcing that certain *Amended and Restated Canadian Vesting and Approval Order* [Docket No. 120] that was entered by the Canadian Court on July 12, 2012 in the Canadian Proceeding (the “CCAA Vesting Order”), pursuant to which the Canadian Court authorized and approved the sale (the “Sale”) of the Debtors’ right, title, and interest in and to substantially all of the Debtors’ assets (collectively, the “Purchased Assets”) to the successful bidder, free and clear of all Interests (as defined below), except as set forth in that certain Asset Purchase Agreement, by and between the Debtors and H.I.G. Zamboni, LLC, dated June 7, 2012 (the “Purchase Agreement”), a redacted copy³ of which is annexed to the Motion as Exhibit B; (b) authorizing and approving, pursuant to section 363(f) of the Bankruptcy Code, the sale of the Debtors’ right, title, and interest in and to the Purchased Assets to Arctic Glacier Canada Inc. and Arctic Glacier U.S.A., Inc. (collectively, the “Purchaser”), free and clear of all Interests, except as otherwise provided in the Purchase Agreement; (c) authorizing and approving, to the extent provided for in the CCAA Vesting Order, the assignment of the Assigned Contracts (as defined in the Purchase Agreement); and (d) granting certain related relief, including payment of Lender Claims (as defined in the Sales and Investor Solicitation Process (the “SISP”)); 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 *Affidavit of Keith McMahon*, dated June 13, 2012 [Docket No. 105] (the “McMahon Affidavit”); and upon

³ The unredacted Purchase Agreement was sealed by Order of this Court dated July 17, 2012 (the “Sealing Order”).

the *Affidavit of Keith McMahon*, dated July 10, 2012 [Docket No. 118]; and upon the *Fourth Report of the Monitor* [Docket No. 106] and the Confidential Appendix⁴ thereto (the “Fourth Monitor’s Report”); and upon the *Fifth Report of the Monitor* [Docket No. 119] (the “Fifth Monitor’s Report”); and upon the *Notice Regarding Status of Sale and Investor Solicitation Process and Intent to Invoke 11 U.S.C. Section 363 if Applicable* [Docket No. 99]; and the Canadian Court having entered the CCAA Vesting 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 chapter 15 cases, and after due deliberation thereon, and good cause appearing therefor, and in accordance with Rule 7052 of the Bankruptcy Rules, it is hereby

FOUND AND DETERMINED THAT:

- A. The Canadian Court has duly entered the CCAA Vesting Order:
- (i) approving and authorizing the Debtors’ execution of the Purchase Agreement and consummation of the sale of the Purchased Assets and the assignment of the Assigned Contracts free and clear of all Interests; and (ii) requesting aid and recognition from this Court to give effect to the CCAA Vesting Order.
- B. This Court has jurisdiction and authority to hear and determine the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). Venue of these chapter 15 cases and the Motion in this Court and this District is proper under 28 U.S.C. § 1410.
- C. Based on the affidavits of service filed with, and representations made to, this Court: (i) notice of the Motion, the Sale Hearing, and the Sale was proper, timely, adequate, and sufficient under the circumstances of these chapter 15 cases and these proceedings and

⁴ The Confidential Appendix was sealed by the Sealing Order.

complied with the various applicable requirements of the Bankruptcy Code and the Bankruptcy Rules; and (ii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the entry of the U.S. Sale Order is necessary or shall be required.

D. The Debtors and the Monitor provided a reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein to the necessary parties in interest, including the following: (i) all known creditors of the Debtors or holders of Interests; (ii) all parties to litigation pending in the United States in which the Debtors are a party as of the Petition Date; (iii) the Office of the United States Trustee for the District of Delaware; (iv) the United States Attorney's Office for the District of Delaware; (v) the Internal Revenue Service; (vi) the United States Department of Justice; (vii) counsel for the Purchaser; (viii) all persons with claims listed on Schedule C of the CCAA Vesting Order, including, without limitation, all persons or entities having liens on the Purchased Assets; (ix) all counterparties to the Assigned Contracts; (x) all persons, if any, who have filed objections to the Motion; and (xi) 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].

E. The U.S. Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

F. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105(a), 363(b), (f), (m), and (n), 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.

G. The CCAA Vesting Order provides for the assignment of the Assigned Contracts, as permitted under CCAA section 11.3, and this section of the CCAA is consistent with Bankruptcy Code section 365(f). As such, enforcement in the United States of the assignment of the Assigned Contracts to the Purchaser does not present any public policy conflict or any issue concerning protection of the interests of the parties to the Assigned Contracts that would prevent this Court from entering the U.S. Sale Order.

H. The CCAA Vesting Order provides for the payment in full of the Lender Claims in cash at or before the time of the closing of the Sale (the “Time of Closing”).

I. Based on information contained in the Monitor’s Reports⁵ and the McMahon Affidavit, the Debtors, the Financial Advisor, and the Chief Process Supervisor, and their respective professionals, extensively marketed the Purchased Assets and conducted the marketing and sale process in accordance with the SISP, as supervised and reported on by the Monitor, and as approved by the Canadian Court in its Initial Order (including any extensions, amendments, or modifications thereto, the “Initial Order”) and recognized by this Court in the Recognition Order. As described in the Monitor’s Reports and the McMahon Affidavit, potential buyers were afforded a reasonable opportunity to participate in the SISP.

J. The Monitor has recommended the Sale in accordance with the Purchase Agreement, including the assignment of the Assigned Contracts; the Purchaser is able and has agreed to assume and perform the obligations of the Debtors under the Assigned Contracts in

⁵ The term “Monitor’s Reports” includes (a) the *Pre-Filing Report of the Proposed Monitor*, filed on the Petition Date as Exhibit C to 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], (b) the *First Report of the Monitor*, filed with this Court on March, 13, 2012 [Docket No. 56], (c) the *Second Report of the Monitor*, filed with this Court on April 4, 2012 [Docket No. 83], (d) the *Third Report of the Monitor*, filed with this Court on May 15, 2012 [Docket No. 101], (e) the Fourth Monitor’s Report, and (f) the Fifth Monitor’s Report.

accordance with their terms, including the payment of arrears in accordance with the Purchase Agreement; and it is appropriate that the Purchased Assets, including the Assigned Contracts, be transferred, assigned, and vested in the Purchaser.

K. The consideration provided by the Purchaser for the Purchased Assets is the highest or otherwise best offer received under the SISP.

L. The Purchase Price constitutes fair consideration and reasonably equivalent value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

M. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

N. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the Sale occur promptly and within the time constraints set forth in the Purchase Agreement and the SISP. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rules 6004 and 6006.

O. The Purchase Agreement and the CCAA Vesting Order provide for the payment of the entire balance of the Arctic Lender Claims to the Arctic Lenders from the sale proceeds, the Purchaser has agreed to assume certain current liabilities of the Debtors, and the proceeds of the Sale are sufficient to satisfy all known creditor claims.

P. Based upon information contained in the Monitor's Reports filed with this Court and the McMahon Affidavit, the SISP was conducted fairly, in good faith, without collusion, and in accordance with the Initial Order, and thus the Purchaser has acted in good faith within the meaning of section 363(m) of the Bankruptcy Code, and neither the Debtors nor the

Purchaser engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

Q. Neither the Purchaser nor any of its affiliates or their respective representatives is an “insider” of any of the Debtors, as that term is defined in Bankruptcy Code section 101(31).

R. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

S. The Debtors may sell the Purchased Assets free and clear of all Interests, to the extent provided in the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale Order, because, with respect to each creditor asserting an Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented to the Motion and Sale pursuant to Bankruptcy Code section 363(f)(2). All holders of Interests in the Purchased Assets are adequately protected by having their Interests attach to the sale proceeds attributable to the Purchased Assets in respect of which such Interests are asserted.

T. Notwithstanding any other provision in the U.S. Sale Order or the Purchase Agreement, all claims of the United States (the DOJ, as defined in the Stipulation and Order Among the Monitor, Debtors, and the United States Attorney’s Office for the Southern District of Ohio (“Stipulation”)) against the Debtors arising from the Plea Agreement and

Judgment will be determined pursuant to the Stipulation approved and ordered by this Court on July 17, 2012, and such Stipulation and Order resolved the objections of the DOJ to the sale.

U. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their creditors, and other parties in interest if either: (i) the sale of the Purchased Assets to the Purchaser was not free and clear of all Interests, except as otherwise provided in the Purchase Agreement; or (ii) the Purchaser would, or in the future could, be liable for any of such Interests or any claims against the Debtors based upon successor or vicarious liability or otherwise, except as otherwise may be provided in paragraph 9 hereof.

V. A sale of the Purchased Assets other than one free and clear of all Interests, except as otherwise provided in the Purchase Agreement, would yield substantially less value than the Sale; thus, the Sale free and clear of all Interests, in addition to all of the relief provided herein, is in the best interests of the Debtors, their creditors, and other parties in interest.

W. All findings of fact and conclusions of law announced by this Court at the Sale Hearing are incorporated herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted.
2. The CCAA Vesting Order, a copy of which is annexed to the Motion as Exhibit A, approving the Sale and assigning the Assigned Contracts to the Purchaser, is recognized in full and given full force and effect in the United States.

3. All objections to the entry of the U.S. Sale Order that have not been withdrawn, waived, or settled, or otherwise resolved pursuant to the terms hereof, are denied and overruled on the merits, with prejudice.

4. Pursuant to sections 105, 363, and 1521 of the Bankruptcy Code, and to the extent permitted by the CCAA Vesting Order, each of the Debtors, the Purchaser, and the Monitor are authorized to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale 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.

Transfer of the Purchased Assets

5. Pursuant to sections 105(a), 363(f), and 1521 of the Bankruptcy Code, and as provided for in the CCAA Vesting Order, upon delivery of the Monitor's Certificate to the Purchaser in accordance with the CCAA Vesting Order:

- (a) Without further instrument of transfer or assignment, all of the Debtors' rights, title, and interests in and to the U.S. Assets (as defined in the CCAA Vesting Order) shall absolutely vest in Arctic Glacier U.S.A., Inc. (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate (as such term is defined in the Purchase Agreement) of the Purchaser that agrees to be jointly and severally liable with the Purchaser), and the Sale shall be a legal, valid, and effective transfer of the U.S. Assets free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, options, warrants, trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sales provisions exercisable as a consequence of or arising from the closing of the Sale, whether arising prior to or subsequent to the commencement of the Canadian Proceeding and these chapter 15 cases, whether or not they have

attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or person at law or in equity whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom including but not limited to antitrust proceedings commenced by the United States Department of Justice and various State's Attorney Generals (all the foregoing, collectively, the "Interests"), including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Initial Order and/or any subsequent charges created by the Canadian Court; (b) all charges, security interests, or claims evidenced by any personal property registry system in the United States; (c) Excluded Liabilities (as defined in the Purchase Agreement); and (d) those claims listed on Schedule C of the CCAA Vesting Order; provided, however, that nothing contained herein shall derogate from the obligations of Arctic Glacier U.S.A., Inc. (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) to assume all Assumed Liabilities relating to the U.S. Assets, including the Assumed Accounts Payable relating to the U.S. Assets, and to perform its obligations under the applicable Assigned Contracts, as set forth in the Purchase Agreement.

- (b) Without further instrument of transfer or assignment, all of the Debtors' rights, title, and interests in and to the Canadian Assets (as defined in the CCAA Vesting Order) shall absolutely vest in Arctic Glacier Canada Inc. (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate (as such term is defined in the Purchase Agreement) of the Purchaser that agrees to be jointly and severally liable with the Purchaser), and the Sale shall be a legal, valid, and effective transfer of the Canadian Assets free and clear of any and all Interests; provided, however, that nothing contained herein shall derogate from the obligations of Arctic Glacier Canada Inc. (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) to assume all Assumed Liabilities relating to the Canadian Assets, including the Assumed Accounts Payable relating to the Canadian Assets, and to perform its obligations under the applicable Assigned Contracts, as set forth in the Purchase Agreement.

6. Except as expressly provided in the Purchase Agreement, the CCAA

Vesting Order, and/or the U.S. Sale Order (including, but not limited to, paragraphs 24 and 25 hereof), pursuant to sections 105(a), 363(f), and 1521 of the Bankruptcy Code, upon the Time of

Closing: (a) the Purchased Assets shall be sold, transferred, or otherwise conveyed to Purchaser

(or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) free and clear of all Interests, with all such Interests to attach to the proceeds of Sale of the Purchased Assets in the order of their priority, and with the same validity, priority, force, and effect which they now have as against the Purchased Assets, subject to the rights, claims, defenses, and objections, if any, of the Debtors and all parties in interest with respect to such Interests; (b) no holder of an Interest against the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interests; and (c) the Purchase Agreement, the Sale, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors or any successor thereof. All persons or entities holding Interests in, to or against the Purchased Assets are forever barred from asserting such Interests against the Purchaser, its affiliates, successors and assigns, and current affiliates, officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives (the "Purchaser Releasees") or such Purchased Assets after the Time of Closing.

7. None of the Purchaser Releasees shall have or incur any liability to, or be subject to any action by any Debtor, or any of the Debtors' predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the Purchase Agreement, or the entry into and consummation of the Sale, except as expressly provided in the Purchase Agreement, the CCAA Vesting Order, and/or the U.S. Sale Order.

8. Except as otherwise provided in the Purchase Agreement, any and all Purchased Assets and in the possession or control of any person or entity, including, without

limitation, any vendor, supplier, or employee of the Debtors shall be transferred to the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) free and clear of all Interests, and, upon reasonable request of the Purchaser, all such persons or entities are directed to surrender possession of the Purchased Assets to the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) at the Time of Closing.

9. To the extent permissible under the CCAA Vesting Order, the Purchaser, or its affiliates, members, and shareholders, shall not be deemed, as a result of any action taken in connection with the Sale or the Purchaser's post-closing use or operation of the Purchased Assets, to: (a) be a successor to the Debtors; (b) have, de facto or otherwise, merged or consolidated with or into the Debtors; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, the transfer of the Purchased Assets to the Purchaser under the Purchase Agreement, the CCAA Vesting Order, and the U.S. Sale Order shall not result in the Purchaser Releasees having any liability or responsibility whatsoever: (y) for any Interest against the Debtors or against an insider of the Debtors; or (z) to the Debtors, except as is expressly set forth in the Purchase Agreement, the CCAA Vesting Order, the U.S. Sale Order, and/or any other order of the Canadian Court. Without limiting the generality of the foregoing, except as otherwise provided in the Purchase Agreement, the CCAA Vesting Order, or any other order of the Canadian Court, the conveyance of the Debtors' rights, title, and interest in the Purchased Assets to Purchaser under the Purchase

Agreement shall not result in any Purchaser Releasee having any liability or responsibility whatsoever for any: (a) Interest, whether at law or in equity, whether by payment, setoff, or otherwise, directly or indirectly; (b) obligation under any of the Debtors' labor or employment agreements; (c) of the Debtors' mortgages, deeds of trust, and security interests; (d) intercompany loans and receivables between the Debtors and any non-debtor subsidiary; (e) of the Debtors' pension, welfare, compensation or other employee benefit plans, agreements, practices and programs (f) any of the Debtors' other employee, worker's compensation, occupational disease, unemployment, or temporary disability related claim, including without limitation, claims that might arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1976 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) state discrimination laws, (xi) state unemployment compensation laws or any other similar state laws, (xii) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; or (g) successor or vicarious liabilities of any kind or character, including, but not limited to, federal, state or other tax liabilities, U.S. or foreign pension liabilities, or liabilities based on any theory of antitrust, environmental (except as provided in paragraphs 24 and 25 hereof), labor law, alter ego, veil piercing, continuity of enterprise, mere continuation, product line, de facto merger or substantial continuity, whether known or unknown, whether legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted,

whether arising prior to or subsequent to the commencement of these chapter 15 cases, whether imposed by agreement, understanding, law, equity or otherwise with respect to any of the Debtors or any obligations of the Debtors, including, but not limited to, in the case of liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Time of Closing or any taxes in connection with, or in any way relating to the cancellation of debt of the Debtors or their affiliates. The Canadian Court shall have jurisdiction to resolve any dispute concerning the scope of this paragraph 9, including, but not limited to, determining whether the relief granted by this paragraph 9 is permissible under the CCAA Vesting Order and Canadian law.

10. The entry of the U.S. Sale Order: (a) is and shall be effective as a determination that, upon the Time of Closing, except as expressly provided in the Purchase Agreement, the CCAA Vesting Order, and/or the U.S. Sale Order, all Interests existing as to the Purchased Assets prior to the Time of Closing, have been released, extinguished, expunged, and discharged as against the Purchased Assets; and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) is the assignee of the Purchased Assets free and clear of all Interests, except as

expressly provided in the Purchase Agreement, the CCAA Vesting Order, and/or the U.S. Sale Order.

11. Each and every federal, state, and local governmental agency or department is authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Purchase Agreement.

12. Except with respect to enforcing the terms of the Purchase Agreement, the CCAA Vesting Order, or the U.S. Sale Order, absent a stay pending appeal, no person shall take any action to prevent or enjoin or otherwise interfere with consummation of the transaction contemplated in or by the Purchase Agreement.

13. Effective as of the Time of Closing, the CCAA Vesting Order and the U.S. Sale Order shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Purchased Assets.

Treatment of Executory Contracts and Unexpired Leases

14. As provided in the Purchase Agreement and the CCAA Vesting Order, upon delivery of the Monitor's Certificate, the Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser) in accordance with their respective terms. The transfer and assignment of the Assigned Contracts shall be valid notwithstanding any restriction, condition, or prohibition contained in any such Assigned Contract relating to the assignment thereof, (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer or requires the consent of any party to such assignment or transfer.

15. As provided in paragraph 7 of the CCAA Vesting Order, the assignment of the rights and obligations of the Debtors under the Assigned Contracts to the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree; provided, however, that no agreement will be required if such transfer is to an Affiliate of the Purchaser that agrees to be jointly and severally liable with the Purchaser), pursuant to section 2.12 of the Purchase Agreement, is valid and binding upon all of the counterparties to the Assigned Contracts, without further documentation, as if the Purchaser was a party to the Assigned Contracts, notwithstanding any restriction or prohibition contained in any such Assigned Contract relating to the assignment thereof, including any provision requiring the consent of any party to an Assigned Contract.

16. As provided in paragraph 8 of the CCAA Vesting Order, each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the commencement or pendency of the Canadian Proceeding or these chapter 15 cases or the solvency or financial condition of the Debtors.

17. To the extent there may be any dispute arising from the U.S. Sale Order's treatment of any Assigned Contract, including, but not limited to, disputes related to an attempted post-Sale modification or termination of any Assigned Contract subject to this Court's jurisdiction, regardless of whether such modification or termination is based upon restrictions or prohibitions contained in any Assigned Contract relating to the assignment thereof, this Court shall retain jurisdiction to enforce any and all terms and provisions of the Purchase Agreement, the CCAA Vesting Order, and/or U.S. Sale Order with respect to any such Assigned Contract.

Additional Provisions

18. In accordance with paragraph 12 of the CCAA Vesting Order, the Monitor is authorized and directed to pay the Arctic Lenders (as defined in the Purchase Agreement) from the net proceeds of the Sale of the Purchased Assets an amount sufficient to pay the Lender Claims in full and in cash, as specified in a pay-out letter to be provided by the Arctic Lenders at or before the Time of Closing. As provided in the CCAA Vesting Order, such payment shall be made concurrently with, and as a condition precedent to, the closing of the Sale.

19. 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 protections of section 363(m) of the Bankruptcy Code. The reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless, prior to the Time of Closing, such authorization is duly stayed pending appeal.

20. The terms and provisions of the Purchase Agreement and the U.S. Sale Order shall be binding on and inure to the benefit of the Debtors, the Purchaser, the Debtors' creditors, and all other parties in interest, and any successors of the Debtors, the Purchaser and the Debtors' creditors, including any trustee(s), examiner(s), or receiver(s) 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 such trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Debtors, the Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

21. Subject to the terms and conditions of the CCAA Vesting Order and the Purchase Agreement, provisions of the Purchase Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement among the Debtors and the

Purchaser in a writing signed by the Debtors and the Purchaser without further action or order of this Court.

22. The failure to include any particular provision of the CCAA Vesting Order, the Purchase Agreement, or any related agreements in the U.S. Sale Order shall not diminish or impair the effectiveness of that provision, it being the intent of this Court that the CCAA Vesting Order, the Purchase Agreement, and any related agreements, with such amendments thereto as may be made by the parties in accordance with the CCAA Vesting Order, and the Purchase Agreement be approved and authorized in their entirety.

23. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) the terms of the U.S. Sale Order shall be immediately effective and enforceable upon its entry; (b) the Debtors, the Purchaser, and the Monitor are not subject to any stay in the implementation, enforcement or realization of the relief granted in the U.S. Sale Order; and (c) the Debtors, the Purchaser, and the Monitor may, in their discretion and without further delay, take any action and perform any act authorized under the CCAA Vesting Order and/or the U.S. Sale Order.

24. Nothing in the U.S. Sale Order or the Purchase Agreement discharges, releases, or precludes any environmental liability under United States law (or any law enforceable by the United States) to the United States or any department, agency, or instrumentality thereof (each, a "U.S. Governmental Unit") of any entity based on its ownership or operation after the Time of Closing of real property. Nor shall anything in this Order enjoin or otherwise bar a U.S. Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence.

25. The Debtors' actions to transfer to the Purchaser any licenses, permits, registrations, or other governmental authorizations pursuant to the Purchase Agreement are authorized under the U.S. Sale Order, provided that nothing in the U.S. Sale Order or the Purchase Agreement relieves the purchaser from compliance with all applicable legal requirements governing such transfers under United States environmental laws, including, without limitation, the Resource Conservation and Recovery Act, the Clean Air Act, and the Clean Water Act.

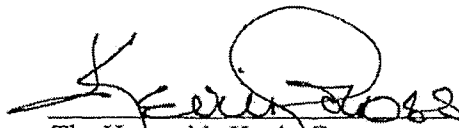
26. To the extent permitted by Bankruptcy Code section 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 15 cases or the consummation of the Sale.

27. Nothing in the U.S. Sale Order shall be deemed to waive, release, extinguish or estop the Debtors from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

28. The provisions of the U.S. Sale Order are nonseverable and mutually dependent.


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

Dated: July 17, 2012
Wilmington, Delaware


The Honorable Kevin Gross
United States Bankruptcy Judge

*THIS IS EXHIBIT "B", referred to in the
Affidavit of Brian McMullen, sworn on
~~October 31~~, 2012.*

NOVEMBER 7,



Commissioner for Taking Affidavits

THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE MADAM)	THURSDAY, THE 21 st
)	
JUSTICE SPIVAK)	DAY OF JUNE, 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.
AND ARCTIC GLACIER INTERNATIONAL INC. and the
ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A"
HERETO"

(collectively, the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. c. C-36, AS AMENDED

CERTIFIED COPY

of

AMENDED AND RESTATED CANADIAN VESTING AND APPROVAL ORDER

THIS MOTION, made by the Applicants for an order, among other things, approving the sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement (the "**Asset Purchase Agreement**") between the Applicants and Glacier Valley Ice Company, L.P. (California) (together, the "**Vendors**"), as vendors, and H.I.G. Zamboni, LLC (now known as Arctic Glacier LLC), as purchaser, made as of June 7, 2012; vesting the Vendors' right, title and interest in and to the assets described in the Asset Purchase Agreement (the "**Assets**"), to Arctic Glacier LLC, Arctic Glacier Canada Inc. and Arctic Glacier U.S.A., Inc. (collectively, the "**Purchaser**"); and, extending the Stay Period defined in paragraph 30 of the Initial Order of the Honourable Madam Justice Spivak dated February 22, 2012 (the "**Stay Period**"), 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 Affidavit of Keith McMahon sworn June 13, 2012 (the "**Affidavit**"), and the Fourth Report of Alvarez & Marsal Canada Inc. (the "**Monitor**") dated June 15, 2012 (the "**Fourth Report**"), and on hearing the submissions of counsel for the Monitor, the Applicants, the Purchaser, the Arctic Lenders, TD Bank and the US Direct Purchaser Antitrust Settlement Class, counsel for the Trustees of Arctic Glacier Income Fund also appearing, counsel for Centerbridge Partners L.P. appearing on a watching brief, representatives of Talamod Master Fund, L.P. and TD Securities Inc. also present in person or by telephone, and no one appearing for any other person, including the U.S. Department of Justice Antitrust Division and parties to Assigned Contracts that are being assigned pursuant to this Order, although properly served as appears from the Affidavit of Corrine Smorhay and the Affidavit of Kelly Peters, both sworn June 20, 2012, both filed:

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

SERVICE

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

SALE TRANSACTION

3. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Asset Purchase Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors may deem necessary. The Vendors are 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 Transaction and for the conveyance of the Assets to the Purchaser or such other person(s) as the Purchaser may direct and the Monitor may agree.

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**");

- (a) all of the Vendors' right, title, benefit and interest in and to the Assets other than the Canadian Assets (as herein defined) (the "**U.S. Assets**"), including, without limitation, the Vendors' rights, title and interest in and to any applicable Assigned Contracts, including all leases of real property, shall vest, without further instrument of transfer or assignment, absolutely in Arctic Glacier U.S.A., Inc. or such other person(s) as the Purchaser may direct and the Monitor may agree (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, options, warrants, trusts or deemed trusts (whether contractual, statutory, or otherwise), encumbrances, obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, liens, executions, levies, penalties, charges, or other financial or monetary claims, adverse claims, or rights of use, puts or forced sales provisions exercisable as a consequence of or arising from closing of the Transaction, whether arising prior to or subsequent to the commencement of these CCAA Proceedings, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any Governmental Authority or person at law or in equity whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom including but not limited to Antitrust proceedings commenced by the U.S. Department of Justice and various State's Attorney Generals (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Spivak dated February 22, 2012 and any subsequent charges created by the Court (the "**Court Charges**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Manitoba) or any other personal property registry system; (iii) Excluded Liabilities as defined in the Asset Purchase Agreement; and (iv) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the U.S. Assets are hereby released, extinguished, expunged and discharged as against the U.S. Assets; and
- (b) all of Arctic Glacier Inc.'s right, title, benefit and interest in and to the Assets (the "**Canadian Assets**"), including, without limitation, the Vendors' rights, title and interest in and to any applicable Assigned Contracts, including all leases of real property, shall vest, without further instrument of transfer or assignment, absolutely in Arctic Glacier Canada Inc. or such other person(s) as the Purchaser may direct and the Monitor may agree (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser), free and clear of and from any and all Claims including, without limiting the generality of the foregoing: (i) any Court Charges; (ii) all charges, security interests or claims evidenced by registrations pursuant to

the Personal Property Security Act (Manitoba) or any other personal property registry system; (iii) Excluded Liabilities as defined in the Asset Purchase Agreement; and (iv) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Canadian Assets are hereby released, extinguished, expunged and discharged as against the Canadian Assets.

5. THIS COURT ORDERS that upon the registration in the applicable land registry office or land titles office of a Transfer/Deed of Land or equivalent document, or of an application for registration of this vesting order in the applicable prescribed form, the applicable land registrar or equivalent official is hereby directed to enter the applicable Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree) (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser) as the owner of the subject real property in fee simple, and is hereby directed to delete and expunge from title to the real property any and all Claims and Encumbrances, including, without limitation, all of the Claims and Encumbrances listed in Schedule "C" hereto.

6. THIS COURT ORDERS that upon delivery of the Monitor's Certificate all of the rights and obligations of the Vendors under the Assigned Contracts (as defined in the Asset Purchase Agreement) shall be assigned to the applicable Purchaser or such other person(s) as the Purchaser may direct and the Monitor may agree (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser) (the "Assignee") pursuant to section 2.12 of the Asset Purchase Agreement and pursuant to section 11.3 of the CCAA and remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms.

7. THIS COURT ORDERS that the assignment of the rights and obligations of the Vendors under the Assigned Contracts to the Assignee pursuant to section 2.12 of the Asset Purchase Agreement and pursuant to this order is valid and binding upon all of the counterparties to the Assigned Contracts, without further documentation, as if the Assignee was a party to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

8. THIS COURT ORDERS that each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from these CCAA proceedings or the insolvency of the Vendors, or any failure of the Vendors to perform a non-monetary obligation under the Assigned Contracts, or as a result of any actions taken pursuant to or as a result of the Asset Purchase Agreement. All notices of default and demands given in connection with any such defaults under, or non-compliance with the Assigned Contracts shall be deemed to have been rescinded and shall be of no further force or effect.

9. THIS COURT ORDERS that as a condition of the closing of the Transaction, all existing monetary defaults in relation to the Assigned Contracts, other than those arising by reason of the Vendors' insolvency, the commencement of these CCAA Proceedings, or the Vendors' failure to perform a non-monetary obligation, shall be paid in accordance with section 2.12 of the Asset Purchase Agreement.

10. THIS COURT ORDERS that notwithstanding anything contained in this order, nothing shall derogate from the obligations of the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree) (provided that no agreement will be required if such transfer is to an Affiliate that agrees to be jointly and severally liable with the Purchaser) to assume the Assumed Liabilities, including the Assumed Accounts Payable, and to perform its obligations under the Assigned Contracts, as set out the Asset Purchase Agreement and the Designated Purchaser Agreement.

11. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets shall stand in the place and stead of the Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.

12. THIS COURT ORDERS that the Monitor shall, in accordance with the provisions of the SISP (as defined in the Affidavit), be authorized and directed to pay to the Arctic Lenders (as defined in the Asset Purchase Agreement) from the net proceeds of the sale of the Assets an

amount sufficient to pay the Lender Claims (as defined in the SISP and as calculated on the closing of the Transaction) in full and in cash, as specified in a pay-out letter to be provided by the Arctic Lenders on or before the closing of the Transaction. Such payment shall be made concurrently with, and as a condition precedent to, the closing of the Transaction. The balance of the net proceeds of the sale of the Assets shall be held by the Monitor in accordance with the terms hereof or any further order of the Court; provided that the Monitor may pay any amounts owing from time to time to persons who are entitled to the benefit of a Court Charge.

13. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and any equivalent legislation in any other jurisdiction applicable, the Vendors are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendors' records pertaining to the Vendors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendors.

15. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of and of the Vendors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of and of the Vendors;

the vesting of the Assets in the Purchaser (or such other person(s) as the Purchaser may direct and the Monitor may agree) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendors and shall not be void or voidable by creditors of the Vendors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference,

assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and any equivalent legislation in any other jurisdiction in which all or any part of the Assets are located.

17. THIS COURT ORDERS AND DECLARES that nothing in this Order or the Asset Purchase Agreement discharges, releases, or precludes any environmental liability under United States law to the United States or any department, agency, or instrumentality thereof (each, a "U.S. Governmental Unit") of any entity based on its ownership or operation after the Time of Closing (as defined in the Asset Purchase Agreement) of real property. Nor shall anything in this Order enjoin or otherwise bar a U.S. Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence.

18. THIS COURT ORDERS that any interested party served with notice of this motion after Friday, June 15, 2012, including those additional parties identified by the Purchaser as parties to receive service after the issuance of this Order, may apply to this Court by notice of motion served on or before July 3, 2012 for hearing on July 12, 2012 to vary or amend this Order other than paragraph 12 hereof. Service on such parties in such manner is hereby validated. If no such application is brought on or before July 3, 2012, this Order shall be deemed effective, nunc pro tunc, and without such further right of comeback, as against such parties.

STAY EXTENSION

19. THIS COURT ORDERS that the Stay Period is hereby extended until and including September 14, 2012.

MONITOR'S REPORT AND ACTIVITIES

20. THIS COURT ORDERS that the Third Report of the Monitor dated May 14, 2012 and the Fourth Report and the activities described therein are hereby approved.

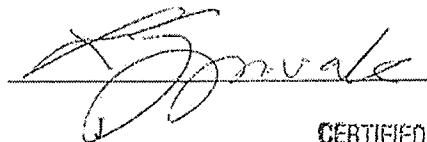
SEALING

21. THIS COURT ORDERS that the Confidential Appendix to the Fourth Report shall 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 that 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.

22. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including the United States Bankruptcy Court for the District of Delaware, to give effect to this Order and to assist 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

23. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

July 12
June 21, 2012

A handwritten signature in dark ink, appearing to read "J. Donvale", written over a horizontal line.

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

**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.
AND ARCTIC GLACIER INTERNATIONAL INC. and the
ADDITIONAL APPLICANTS LISTED ON SCHEDULE “A”
HERETO”

(collectively, the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Spivak of the Manitoba Court of Queen’s Bench (the “**Court**”) dated February 22, 2012, Alvarez & Marsal Canada Inc. was appointed as the monitor (the “**Monitor**”) in the Applicants’ proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated June 21, 2012 (the “**Canadian Vesting and Approval Order**”), the Court approved an asset purchase agreement made as of June 7, 2012 (the “**Asset Purchase Agreement**”) between the Applicants and Glacier Valley Ice Company, L.P. (California) (together, the “**Vendors**”), as vendors, and H.I.G. Zamboni, LLC (now known as Arctic Glacier LLC), and provided for the vesting of all of the Vendors’ right, title and interest in and to the Assets described in the Asset Purchase Agreement, including, without limitation, the Vendors’ rights, title and interest in and to any Assigned Contracts (as defined therein), including all leases of real property in Arctic Glacier LLC, Arctic Glacier Canada Inc. and Arctic Glacier U.S.A., Inc. (collectively the “**Purchaser**”), which vesting is to be effective with respect to the Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser, respectively; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Vendors have received the Purchase Price for the Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

~~Alvarez & Marsal Canada Inc., in its capacity
as Monitor, and not in its personal or
corporate capacity~~

Per: _____

Name: _____

Title: _____

Schedule C – Claims to be deleted and expunged

REAL PROPERTY ENCUMBRANCES TO BE DISCHARGED

A. OWNED PROPERTY

1. 12132 & 12136 - 121 A Street, Edmonton, Alberta, T5L 0A4

(a) Title No.: 012 170 358

Legal Description: Plan RN64, Block 24, Lot 8 excepting thereout the Westerly 10 feet throughout of the said lot, excepting thereout all mines and minerals.

Municipality: City of Edmonton

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
992 255 839	27/08/1999	Mortgage	Montreal Trust Company

(b) Title No.: 012 170 700

Legal Description: Plan RN64, Block 24, Lots 9 and 10 excepting thereout the most Westerly 10 feet in uniform width throughout said lots, taken for lane, as shown on Road Plan 2199NY excepting thereout all mines and minerals.

Municipality: City of Edmonton

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
992 255 839	27/08/1999	Mortgage	Montreal Trust Company

2. 412 - 41 Avenue N.E. Calgary, Alberta, T2E 2N3

(a) Title No.: 981 406 325

Legal Description: Plan Calgary 7410938, Block 13, that portion of Lot "A", which lies to the west of the easterly Fifty Four and Thirty Hundredths (54.30) metres in perpendicular width throughout containing 0.203 hectare more or less, excepting thereout all mines and minerals

Municipality: City of Calgary

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
991 250 891	31/08/1999	Mortgage	Montreal Trust Company

3. 625 Henry Avenue, Winnipeg, Manitoba, R3A 0B1

(a) Winnipeg Land Titles Office Title No.: 2028565/1

Legal Description: Parcels A to E Plan 42917 WLTO

Said Parcel A being together with a right-of-way for all purposes and as appurtenant to the land above described over and upon Parcel 2 Plan 2547 WLTO in RL 35 Parish of St. John.

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
2410597/1	1999/08/25	Mortgage	Montreal Trust Company

(b) Winnipeg Land Titles Office Title No.: 2030254/1

Legal Description: Firstly: Lot 3 and all those portions of Lots 1 and 2 Block 41 Plan No. 331 WLTO (W Div) lying to the NW of those portions of said Lots 1 and 2 shewn as Parcel 2 Plan No. 2547 WLTO Lot 35 Parish of St. John

Secondly: All those portions of said Lots 1 and 2 shewn as Parcel 2 on said Plan No. 2547 WLTO subject to a right-of-way for all purpose and as appurtenant to that portion of said Lot 1, lying to the SE of said Parcel 2 and appurtenant to Block 7 Plan 94 WLTO (W Div) over and upon the whole of said Parcel 2.

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
3075752/1	2004/12/10	Mortgage	Computershare Trust Company of Canada

(c) **Winnipeg Land Titles Office Title No.: 2030253/1**

Legal Description: ELY 20 feet of Lot 4 Block 41 Plan 331 WLTO (W Div) in RL 35 Parish of St John.

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
3075752/1	2004/12/10	Mortgage	Computershare Trust Company of Canada

4. 200 Statesman Drive, Mississauga, Ontario, L5S 1X7

(a) Land Registry Office #43, Parcel Register for Property Identifier: 14029-1139 (LT)

Legal Description: Parcel Block 33-1, Section 43M-957; Block 33, Plan 43M957, together with Part Lot 11, Concession 1, East of Hurontario Street, Part 4, Plan 43R16717 as in TT81032; subject to LT1098087 Mississauga

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type	Description
LT1098091Z	1990/02/12	Application to Annex Restrictive Covenants	Lostrack Corp.
LT1979090	1999/08/23	Charge	From 1179554 Ontario Inc. to Montreal Trust Company
PR180019	2001/12/14	Transfer	From 1394332 Ontario Inc. to The Arctic Group Inc.
PR255417	2002/06/04	APL Ch Name Owner	From The Arctic Group Inc. to Arctic Glacier Inc.

5. 6 McKinstry Street, Hamilton, Ontario, L8L 6C1

(a) Land Registry Office #62, Parcel Register for Property Identifier: 17192-0005 (LT)

Legal Description: Part Reserve 3, Survey 32, as in AB319263; Part Reserve 3, Survey 32, Part 1, 62R9795; Part Reserve 3, Survey 32, Part 2, 62R7060, except Part 1, 62R7413; Reserving Minerals in CD306923; together with access over Part 1 on 62R7413, as in CD305159; Hamilton

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type	Description
LT566928	1999/08/23	Deed Trust Mort	From 1334202 Ontario Inc. to Montreal Trust Company
WE70318	2001/12/13	Transfer	From 1394332 Ontario Inc. to The Arctic Group Inc.
WE98279	2002/06/04	APL Ch Name Owner	From The Arctic Group Inc. to Arctic Glacier Inc.

6. 745 Park Avenue W., Chatham, Ontario, N7M 1X3

(a) Land Registry Office #24, Parcel Register for Property Identifier: 00527-0044 (LT)

Legal Description: Part of Lot 20, Concession 1 Eastern Boundary Raleigh as in 590170, except Part 1, 24R6402; together with 590170; subject to 495938, 495939; Chatham-Kent

Registered Owner: Arctic Glacier Inc.

Encumbrances:

Registration No.	Date	Instrument Type	Description
593547	1999/08/23	Deed Trust Mort	From 1334202 Ontario Inc. to Montreal Trust Company
595536	1999/11/04	Deed Trust Mort	From 1334202 Ontario Inc. to Montreal Trust Company
612238	2001/12/12	Transfer	From 1394332 Ontario Inc. to The Arctic Group Inc.
CK43065	2010/02/18	APL Ch Name Owner	From The Arctic Group Inc. to Arctic Glacier Inc.
CK43433	2010/03/03	APL (General)	Arctic Glacier Inc.

7. 2655 – 2677 Reading Street, Montreal, Quebec, H3K 1P6

(a) Description: An immovable property fronting on Reading Street, in the City of Montreal, Province of Quebec, known and designated as lot number ONE MILLION THREE HUNDRED AND EIGHTY-TWO THOUSAND THREE HUNDRED AND FIFTY-FIVE (1 382 355) of the Cadastre of Quebec, Registration Division of Montreal.

With the building thereon erected bearing civic numbers 2655, 2675 and 2677 Reading Street, City of Montreal, Province of Quebec.

Registered Owner: Arctic Glacier Inc. Deed of Transfer registered under number 5 293 999 on October 12, 2001.

Hypothecs and Encumbrances:

- i. Deed of Hypothec and Issue of Bonds executed before Mtre. Jean Mousseau, Notary, on August 19, 1999 and registered on August 20, 1999 under number 5 118 118 by 3149030 Canada Limited in favour of Montreal Trust Company for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum and an additional hypothec in the amount of \$100,000,000.
- ii. Deed of Hypothec and Issue of Bonds executed before Mtre. Steve Collins, Notary, on March 22, 2002 and registered on the same day under number 5 331 878 by Arctic Glacier Inc. in favour of Computershare Trust Company of Canada for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum.
- iii. Supplemental Deed of Hypothec executed before Me Tamar Chamelian, Notary, on February 8, 2010 and registered on the same day under number 16 919 886 by Arctic Glacier Inc. in favour of Computershare Trust Company of Canada for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum.

8. 2760 Reading Street, Montreal, Quebec, H3K 1P6

- (a) **Description:** An immovable property fronting on Reading Street, in the City of Montreal, Province of Québec, known and designated as lot number ONE MILLION THREE HUNDRED AND EIGHTY-TWO THOUSAND THREE HUNDRED AND THIRTEEN (1 382 313) of the Cadastre of Québec, Registration Division of Montreal.

With a building thereon erected bearing civic number 2760 Reading Street, City of Montreal, Province of Québec.

Registered Owner: Arctic Glacier Inc. Deed of Transfer registered under number 5 293 999 on October 12, 2001.

Hypothecs and Encumbrances:

- i. Deed of Hypothec and Issue of Bonds executed before Mtre. Jean Mousseau, Notary, on August 19, 1999 and registered on August 20, 1999 under number 5 118 118 by 3149030 Canada Limited in favour of Montreal Trust Company for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum and an additional hypothec in the amount of \$100,000,000.
- ii. Deed of Hypothec and Issue of Bonds executed before Mtre. Steve Collins, Notary, on March 22, 2002 and registered on the same day under number 5 331 878 by Arctic Glacier Inc. in favour of Computershare Trust Company of Canada for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum.
- iii. Supplemental Deed of Hypothec executed before Me Tamar Chamelian, Notary, on February 8, 2010 and registered on the same day under number 16 919 886 by Arctic Glacier Inc. in favour of Computershare Trust Company of Canada for an amount of \$ 500,000,000.00 bearing interest at the rate of 25% per annum.

B. LEASED PROPERTY

1. 9679 (also known as 9669) 186th Street, Surrey, British Columbia, V4N 3N8

(a) New Westminster Land Title Office Title No.: AA60615E

Legal Description: Parcel Identifier: 007-144-431. Lot A (AA60615) District Lot 99 Group 2 New Westminster District Plan 54762.

Registered Owner: Shogun Compu-Time Ltd.

Encumbrances:

Registration No.	Date	Instrument Type/ Description	From/By
BT97364 (of Lease BT97363)	2002-03-25	Mortgage, transferred to BT130238	Computershare Trust Company of Canada (Inc. No. A52313)

2. 1625 McAra Street, Regina, Saskatchewan, S4N 6H4

(a) Title No.: 139229321

Legal Description: Lot K Blk/Par 96 Plan No. 87R08061 Extension 0 as described on Certificate of Title 87R08068.

Registered Owners: Cynthia Hughes, James Hughes, Darlene Panchuk and Clayton Panchuk

Encumbrances:

Interest No./ Int. Register No.	Date	Instrument Type/ Description	From/By
151304183 100851612	26 May 1998	Personal Property Security Interest	RoyNat
151304172 100851601	26 Aug 1999	Personal Property Security Interest	Montreal Trust Company
153713718 117035883	17 Dec 2010	Mortgage of Lease	Arctic Glacier Inc. to Computershare Trust Company of Canada
153736768 117041914	21 Dec 2010	Mortgage of Lease	Arctic Glacier Inc. to Computershare Trust Company of Canada

(b) Title No.: 139229376

Legal Description: Lot K Blk/Par 96 Plan No. 87R08061 Extension 0 as described on Certificate of Title 87R08068.

Registered Owners: Cynthia Hughes, James Hughes, Darlene Panchuk and Clayton Panchuk

Encumbrances:

Interest No./ Int. Register No.	Date	Instrument Type/ Description	From/By
151304251 100851612	26 May 1998	Personal Property Security Interest	RoyNat
151304240 100851601	26 Aug 1999	Personal Property Security Interest	Montreal Trust Company
153713729 117035883	17 Dec 2010	Mortgage of Lease	Arctic Glacier Inc. to Computershare Trust Company of Canada
153736779 117041914	21 Dec 2010	Mortgage of Lease	Arctic Glacier Inc. to Computershare Trust Company of Canada

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. Reservations, limitations, provisos and conditions expressed in any original grant from any Governmental Authority.
2. Liens for Taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent.
3. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, other agreements, building and other restrictions, easements, servitudes, rights of way and licences affecting the use or value of the Lands which do not materially impair the use or value of the Lands affected thereby as presently used.
4. Defects or irregularities in title to the Lands affecting the use or value of the Lands which do not materially impair the use or value of the Lands affected thereby as presently used.
5. Any matters which might be revealed by (i) an up-to-date survey of any Lands; or (ii) an inspection and/or site investigation of any owned Lands together with any errors in the survey, which do not materially impair the use or value of the Lands affected thereby as presently used.
6. Any rights of expropriation, access or use, or any other similar rights conferred or reserved by or in any statute of Canada or any province or territory thereof or of the United States or any state, jurisdiction, territory or possession thereof.
7. Undetermined, inchoate or statutory Liens (including the Liens of public utilities, workers, suppliers of materials, builders, contractors, architects and unpaid vendors of moveable property) incidental to the current operation of the Lands which relate to obligations not yet due or delinquent and which have not been registered in accordance with Applicable Law.

NOVEMBER 7,

Adnanper J. J. J.

Commissioner for Taking Affidavits

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

In re

ARCTIC GLACIER INTERNATIONAL INC.,
et al.,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 12-10605 (KG)

(Jointly Administered)

**NOTICE OF APPEAL OF ORDER PURSUANT TO SECTIONS 105(A), 363, 1501,
1520, AND 1521 OF THE BANKRUPTCY CODE, AND BANKRUPTCY RULES
2002, 6004, AND 9014 (I) RECOGNIZING AND ENFORCING THE CCAA
VESTING ORDER, (II) AUTHORIZING AND APPROVING THE SALE OF
SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF
ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS,
(III) AUTHORIZING ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

TO THE HONORABLE KEVIN GROSS AND ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE THAT pursuant to Federal Rule of Bankruptcy Procedure
8001, Desert Mountain Ice LLC ("Appellant"), hereby appeals the order attached hereto as
Exhibit A.

The parties to this Appeal are as follows:

Appellant, Desert Mountain Ice LLC:

Eric J. Fromme
Caroline R. Djang
Rutan & Tucker, LLP
611 Anton Blvd.
Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 641-5100
Facsimile: (714) 546-9035

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) ICEsure 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.

Appellees, Monitor and Foreign Representative:

Robert S. Brady
Matthew B. Lunn
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

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

Dated: July 31, 2012

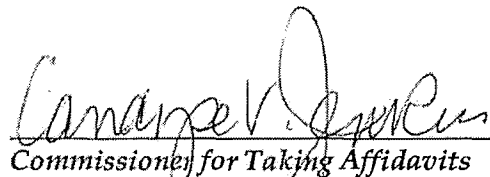
Respectfully submitted,

RUTAN & TUCKER, LLP

By: /s/ Caroline R. Djang
Eric J. Fromme
Caroline R. Djang
Counsel for Desert Mountain Ice, LLC
Rutan & Tucker, LLP
611 Anton Blvd.
Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 641-5100
Facsimile: (714) 546-9035

*THIS IS EXHIBIT "D", referred to in the
Affidavit of Brian McMullen, sworn on
~~October 31~~, 2012.*

NOVEMBER 7,


Commissioner for Taking Affidavits

CONFIRMATION OF SATISFACTION OR WAIVER OF CONDITIONS

TO: Alvarez & Marsal Canada Inc. as monitor in connection with the CCAA Proceedings (as defined in the Asset Purchase Agreement referred to below) (the "Monitor")

RE: Asset purchase agreement (the "Asset Purchase Agreement") dated as of June 7, 2012 between Arctic Glacier Income Fund (the "Fund"), each of its subsidiaries listed in Schedule A hereto (together with the Fund, the "Vendors") and Arctic Glacier, LLC (formerly known as H.I.G. Zamboni, LLC), as amended

Pursuant to section 6.03 of the Asset Purchase Agreement, the undersigned hereby confirm to the Monitor that the conditions set forth in sections 5.01 and 5.03 of the Asset Purchase Agreement for the benefit of the Vendors have been satisfied or waived as of the date hereof.


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DATED this 27 day of July, 2012.


**ARCTIC GLACIER INCOME FUND, by its
attorney, ARCTIC GLACIER INC.**

Per: 
Keith McMahon
President

ARCTIC GLACIER INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER INTERNATIONAL INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER TEXAS INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER CALIFORNIA INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER MICHIGAN INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER NEBRASKA INC.

Per: 
Keith McMahon
President

ARCTIC GLACIER WISCONSIN INC.

Per: 
Keith McMahon
President

ARCTIC GLACIER MINNESOTA INC.

Per: 
Keith McMahon
President


ARCTIC GLACIER NEW YORK INC.

Per:


Keith McMahon
President


ICE PERFECTION SYSTEMS INC.

Per:


Keith McMahon
President

ARCTIC GLACIER NEWBURGH INC.

Per:


Keith McMahon
President

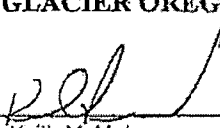
ARCTIC GLACIER PENNSYLVANIA INC.

Per:


Keith McMahon
President

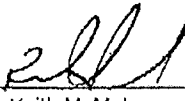
ARCTIC GLACIER OREGON INC.

Per:


Keith McMahon
President

ARCTIC GLACIER SERVICES INC.

Per:


Keith McMahon
President

ARCTIC GLACIER VERNON INC.

Per:


Keith McMahon
President

ARCTIC GLACIER ROCHESTER INC.

Per:


Keith McMahon
President

DIAMOND ICE CUBE COMPANY
INC.

Per:


Keith McMahon
President


ARCTIC GLACIER LANSING INC.

Per:


Keith McMahon
President

ARCTIC GLACIER GRAYLING INC.

Per:


Keith McMahon
President

ARCTIC GLACIER PARTY TIME INC.

Per:


Keith McMahon
President

WONDERLAND ICE, INC.

Per:


Keith McMahon
President


R&K TRUCKING, INC.

Per:


Keith McMahon
President

KNOWLTON ENTERPRISES, INC.

Per:


Keith McMahon
President

**WINKLER LUCAS ICE AND FUEL
COMPANY**

Per:


Keith McMahon
President

JACK FROST ICE SERVICE, INC.

Per:


Keith McMahon
President

GLACIER ICE COMPANY, INC.

Per:


Keith McMahon
President

MOUNTAIN WATER ICE COMPANY

Per:


Keith McMahon
President

DIAMOND NEWPORT CORPORATION

Per:


Keith McMahon
President

ICESURANCE INC.

Per:



Keith McMahon
President

GLACIER VALLEY ICE COMPANY, L.P.,
by its general partner, MOUNTAIN WATER
ICE COMPANY

Per:



Keith McMahon
President

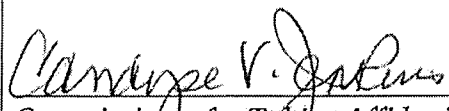
SCHEDULE A
Subsidiaries of the Fund

- 1 Arctic Glacier Inc. (Alberta)
- 2 Arctic Glacier International Inc. (Delaware)
- 3 Arctic Glacier Texas Inc. (Texas)
- 4 Arctic Glacier California Inc. (California)
- 5 Arctic Glacier Michigan Inc. (Michigan)
- 6 Arctic Glacier Nebraska Inc. (Iowa)
- 7 Arctic Glacier Wisconsin Inc. (Wisconsin)
- 8 Arctic Glacier Minnesota Inc. (Minnesota)
- 9 Arctic Glacier New York Inc. (New York)
- 10 Ice Perfection Systems Inc. (Delaware)
- 11 Arctic Glacier Newburgh Inc. (New York)
- 12 Arctic Glacier Pennsylvania Inc. (Delaware)
- 13 Arctic Glacier Oregon Inc. (Oregon)
- 14 Arctic Glacier Services Inc. (Delaware)
- 15 Arctic Glacier Vernon Inc. (California)
- 16 Arctic Glacier Rochester Inc. (New York)
- 17 Diamond Ice Cube Company Inc. (New York)
- 18 Arctic Glacier Lansing Inc. (Michigan)
- 19 Arctic Glacier Grayling Inc. (Michigan)
- 20 Arctic Glacier Party Time Inc. (Michigan)
- 21 Wonderland Ice, Inc. (Michigan)
- 22 R&K Trucking, Inc. (Michigan)
- 23 Knowlton Enterprises, Inc. (Michigan)

- 24 Winkler Lucas Ice and Fuel Company (Michigan)
- 25 Jack Frost Ice Service, Inc. (California)
- 26 Glacier Ice Company, Inc. (California)
- 27 Mountain Water Ice Company (California)
- 28 Diamond Newport Corporation (California)
- 29 Glacier Valley Ice Company, L.P. (California)
- 30 ICEsurance Inc. (Delaware)

*THIS IS EXHIBIT "E", referred to in the
Affidavit of Brian McMullen, sworn on
October 31, 2012.*

NOVEMBER 7,



Commissioner for Taking Affidavits

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.
AND ARCTIC GLACIER INTERNATIONAL INC. and the
ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A"
HERETO

(collectively, the "**Applicants**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Spivak of the Manitoba Court of Queen's Bench (the "**Court**") dated February 22, 2012, Alvarez & Marsal Canada Inc. was appointed as the monitor (the "**Monitor**") in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated June 21, 2012 (the "**Canadian Vesting and Approval Order**"), the Court approved an asset purchase agreement made as of June 7, 2012 (the "**Asset Purchase Agreement**") between the Applicants and Glacier Valley Ice Company, L.P. (together, the "**Vendors**"), as vendors, and H.I.G. Zamboni, LLC (now known as Arctic Glacier, LLC), and provided for the vesting of all of the Vendors' right, title and interest in and to the Assets described in the Asset Purchase Agreement, including, without limitation, the Vendors' rights, title and interest in and to any Assigned Contracts (as defined therein), including all leases of real property in Arctic Glacier, LLC, Arctic Glacier Canada Inc. and Arctic Glacier U.S.A., Inc. (collectively, the "**Purchaser**"), which vesting is to be effective with respect to the Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Vendors and the Purchaser, respectively; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. The Asset Purchase Agreement was amended by the assignment, assumption and amending agreement between the Vendors and the Purchaser dated July 26, 2012 with effect at the Time of Closing (as defined therein) (the “**Assignment, Assumption and Amending Agreement**”).

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement as amended by the Assignment, Assumption and Amending Agreement.

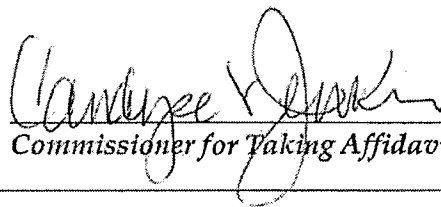
THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Vendors have received the Purchase Price for the Assets payable on the Closing Date pursuant to the Asset Purchase Agreement as amended by the Assignment, Assumption and Amending Agreement;
2. The conditions to Closing as set out in the Asset Purchase Agreement as amended by the Assignment, Assumption and Amending Agreement have been satisfied or waived by the Vendors and the Purchaser, respectively; and
3. The Transaction has been completed to the satisfaction of the Monitor.

[Remainder of the page intentionally left blank; signature page follows]

*THIS IS EXHIBIT "F", referred to in the
Affidavit of Brian McMullen, sworn on
October 31, 2012.*

NOVEMBER 7,

A handwritten signature in cursive script, appearing to read "Candace Jenkins", written over a horizontal line.

Commissioner for Taking Affidavits

ARCTIC GLACIER INCOME FUND

Arctic Glacier Income Fund Completes Sale of its Business to H.I.G. Capital

WINNIPEG – July 27, 2012 – Arctic Glacier Income Fund (CNSX: AG) (“Arctic Glacier”) announced today it has completed the previously announced sale of substantially all of its business and assets (the “Transaction”) to affiliates of H.I.G. Capital (the “Purchaser”). The Transaction was effected pursuant to the Companies’ Creditors Arrangement Act (Canada) (“CCAA”) and the U.S. Bankruptcy Code.

The business continues to be carried on under the Arctic Glacier name and substantially all employees, including senior management, have accepted employment with the Purchaser. “This transaction makes Arctic Glacier financially stronger and better positioned to compete and grow” said Keith McMahon, President and CEO of the new company, Arctic Glacier Holdings, Inc. “We look forward to carrying on our proud tradition of product quality and service excellence. We wish to thank our customers, suppliers and employees for their support throughout this process”.

Prior to closing of the Transaction, Arctic Glacier agreed to certain amendments to the asset purchase agreement between Arctic Glacier and the Purchaser. As a result of the amendments and because Arctic Glacier did not purchase the land and buildings of its Arizona facility, the cash proceeds available on closing were \$413.35 million subject to certain post-closing working capital and other adjustments under the asset purchase agreement. A copy of the agreement setting out the amendments will be filed on SEDAR and may be viewed at www.sedar.com.

A portion of the cash proceeds received by Arctic Glacier on closing of the Transaction was used to satisfy all amounts owing to Arctic Glacier’s existing secured lenders. The remainder of those proceeds is being held by Alvarez & Marsal Canada Inc., the CCAA Court-appointed monitor (the “Monitor”). Arctic Glacier expects that those remaining proceeds of sale will be sufficient to pay all of its known unsecured creditors and may be sufficient to permit a distribution to its unitholders after all unsecured creditor claims have been proven and satisfied. Prior to any distribution of the balance of funds held by the Monitor to the unsecured creditors of Arctic Glacier and its subsidiaries, a court-approved claims process will be undertaken to identify creditor claims against Arctic Glacier and its subsidiaries and adjudicate or resolve claims filed.

Following the completion of that claims process, the trustees of Arctic Glacier expect to determine whether sufficient funds exist to make a further distribution to unitholders. The timing and amount of any distributions to be paid to unsecured creditors and unitholders cannot be determined at this time.

Forward-Looking Statements

Certain statements included herein constitute “forward-looking statements”. All statements, other than statements of historical fact, included in this release that address future activities, events, developments or financial performance are forward-looking statements. These forward-looking statements can be identified by the use of forward-looking words such as “may”, “should”, “will”, “could”, “expect”, “intend”, “plan”, “estimate”, “anticipate”, “believe”, “future” or “continue” or the negative thereof or similar variations. In particular, statements about the expected timetable for determination and payment of creditor claims, the ability of Arctic Glacier to pay all of its known unsecured creditors and any distribution to unitholders after all unsecured creditor claims have been proven and satisfied, are or involve forward-looking information. These forward-looking statements are based on certain assumptions and analyses made by Arctic Glacier and its management, in light of their experiences and their perception of historical trends, current conditions and expected future developments, as well as other factors they believe are appropriate in the circumstances. Investors are cautioned not to put undue reliance on such forward-looking statements, which are not a guarantee of performance and are subject to a number of uncertainties, assumptions and other factors, many of which are outside the control of Arctic Glacier, which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements include, among other things, the ability of Arctic Glacier to complete the unsecured creditors claims process and distribute any amounts in connection with that process and the availability of funds sufficient to make further distributions to its unitholders following completion of the claims process. Readers are cautioned that the foregoing list is not exhaustive. Such forward-looking statements should, therefore, be construed in light of such factors. If any of these risks or uncertainties were to materialize, or if the factors and assumptions underlying the forward-looking information were to prove incorrect, actual results could vary materially from those that are expressed or implied by the forward-looking information contained herein. All forward-looking statements attributable to Arctic Glacier, or persons acting on its behalf, are expressly qualified in their entirety by the cautionary statements set forth above. Readers are cautioned not to place undue reliance on forward-looking statements contained herein, which reflect the analysis of the management of Arctic Glacier, as appropriate, only as of the date of this release. For more information regarding these and other risks, readers should consult Arctic Glacier’s reports on file with applicable securities regulatory authorities accessible online by going to SEDAR at www.sedar.com or by going to the Arctic Glacier website at www.arcticglacier.com. Arctic Glacier is under no obligation, and Arctic Glacier expressly disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

About Arctic Glacier

Arctic Glacier Income Fund trust units are listed on the Canadian National Stock Exchange under the trading symbol AG.UN. There are 350.3 million trust units outstanding.

Contact Information

Keith McMahon, President & CEO
 Doug Bailey, Chief Financial Officer
 Toll free investor relations phone: 888-573-9237

www.arcticglacier.com