

This is Exhibit.....D.....referred to in the  
 affidavit of.....Bruce Robertson.....  
 sworn before me, this.....31.....  
 day of.....October.....2012

THE QUEEN'S BENCH

.....  
 A COMMISSIONER FOR TAKING AFFIDAVITS **Winnipeg Centre**

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PROPOSED PLAN  
 OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
 ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., ARCTIC  
 GLACIER INTERNATIONAL INC. and the ADDITIONAL APPLICANTS  
 LISTED ON SCHEDULE "A" HERETO (collectively, the "APPLICANTS")

**AFFIDAVIT OF KELLY PETERS**  
**SWORN JUNE 20, 2012**  
**(Service in Arctic Restructuring)**

I, Kelly Peters, of The City of Toronto, in the Province of Ontario, MAKE OATH AND

SAY:

1. I am a lawyer at the law firm of McCarthy Tétrault LLP and as such, have personal knowledge of the facts and matters hereinafter deposed to by me except where such facts and matters are stated to be based on information and belief in which case I believe them to be true.
2. McCarthy Tétrault LLP is counsel for the Applicants in this matter.
3. This affidavit outlines the service efforts undertaken by the Applicants throughout this CCAA proceeding.

**Service relating to motion for Initial Order and U.S. Recognition**

4. On February 22, 2012, the Court granted the initial order in these proceedings (the "Initial Order").
5. On February 23, 2012, the United States Bankruptcy Court for the District of Delaware entered an Order under Chapter 15 of title 11 of the United States Code granting provisional relief

upon a motion by the Monitor, in its capacity as foreign representative of the Applicants, for an order recognizing and enforcing the Initial Order in the United States on a provisional basis.

6. I am advised by Daniel Winnikka , U.S. counsel for the Applicants and Leticia Salas of Kurtzman Carson Consultants (“KCC”) and verily believe that the Initial CCAA Order and the Application in the U.S. Bankruptcy Court for recognition of the Initial CCAA order under Chapter 15 of the U.S. Bankruptcy Court was served on all known creditors, counterparties, and litigation claimants of the Applicants as of February 24, 2012.

7. On March 16, 2012, the U.S. Bankruptcy Court granted an order recognizing these CCAA proceedings as a foreign main proceeding and enforcing the Initial Order in the United States on a final basis.

#### **Service Efforts relating to the Approval of Sale Motion**

8. Service of the approval of sale motion materials has been a coordinated effort between U.S. and Canadian counsel for the Applicants.

9. In the U.S., KCC was retained as noticing agent. In this role, KCC has worked with both U.S. and Canadian counsel for the Applicants and has undertaken extensive efforts to serve all interested parties.

10. On June 15, 2012, I received the final service list prepared by KCC. A copy of the final service list is attached as Exhibit “A”.

11. The final service list contains three separate categories of parties: a Core Service Group, Group 2 and Group 3.

12. The Core Service Group includes, but is not limited to, class action counsel in antitrust litigation, counsel to the lenders, securities and exchange commission regional offices, and the U.S. Department of Justice. I have been advised Leticia Salas of KCC and verily believe that these parties received a copy of Notice of Motion and Affidavit for the motion to approve the sale of assets.

13. I have been advised Leticia Salas of KCC and verily believe that Group 2 includes U.S. and Canadian landlords and counterparties to contracts with the Applicants. These parties have been served a copy of Notice of Motion and Affidavit for the motion to approve the sale of assets.

14. I have been advised by Travis Vandell of KCC and verily believe that Group 3 includes every potential and realized creditor of the Applicants and is referred to as the "creditor matrix". These parties were served with a copy of the Notice of Motion to approve the sale of assets.

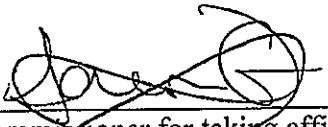
15. To ensure comprehensive service of the motion materials, these service lists were cross-checked with PPSA registrations and information provided by the Applicants and the service list was supplemented accordingly. A summary memo of additional parties served is attached hereto as Exhibit "B".

16. As indicated in the summary memo (Exhibit B), the parties on the Monitor's Service List were served with a copy of the notice of motion and affidavit for the pending motion Attached as Exhibit "C" is a copy of the service list from the Monitor's website.

17. On June 15, 2012, Canadian counsel for the Purchaser requested the Applicants serve a supplemental list of government entities, certain IP registrants holding security and municipalities where the Applicants owned property. These parties were served with a copy of the Notice of Motion. Attached hereto as Exhibit "D" is a copy is a list of all the additional parties served at the request of Canadian counsel for the Purchaser.

18. On June 20, 2012, further coordination efforts were made to ensure appropriate service had been given. An additional service list was provided by U.S. counsel for the Purchaser. The McCarthy Tétrault LLP office coordinated courier service of the Notice of Motion to these parties. Attached hereto as Exhibit "E" is the list provided by U.S. counsel for the Purchaser.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, on  
June 20, 2012.

  
\_\_\_\_\_  
Commissioner for taking affidavits

  
\_\_\_\_\_  
Kelly Peters

**SARON GEBRESELLASSI,**  
**Commissioner, etc., Province of Ontario,**  
**while a Student-at-Law.**  
**Expires May 10, 2015.**

TAB A

## Group 1

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CIT Technology Financial Services		PO Box 550599			Jacksonville	FL	32255-0599	
Citicapital - Box 6229		PO Box 6229			Carol Stream	IL	60197-6229	
Citicorp Leasing Inc		PO Box 7247-7878			Philadelphia	PA	19170-7878	
City of Maryville		528 C Street	PO Box 150		Marysville	CA	95901	
City of Pleasanton	Alameda County	123 Main Street			Pleasanton	CA	94565	
City of Pleasanton	Alameda County	PO Box 520	123 Main Street		Pleasanton	CA	94565	
City of Vernon		4305 Santa Fe Avenue			Vernon	CA	90058	
Cleve & Robin		1173 Highway 2881			Comanche	TX	76442	
Cleve & Robin Inc		1173 Highway 2881			Comanche	TX	76442	
CM Development		N7577 Lower Cliff Road			Sherwood	WI	54169	
CM Developments LLC		N7577 Lower Cliff Rd			Sherwood	WI	54169	
Coast Counties Peterbilt Package		P.O. Box 757			San Jose	CA	95106	
Coborns Incorporated		1445 E Hwy 23	PO Box 6146		St Cloud	MN	56302-6146	
Coca-Cola Enterprises Inc.		11600 W. Brown Deer Rd.			Milwaukee	WI	53224	
Cold Storage Buildings Inc		1115 4th Street			Port Huron	MI	48050	
Columbia Development Inc		#504 - 1367 West Broadway			Vancouver	BC	V6H 4A7	
Columbia Development Inc.		#504-1367 West Broadway			Vancouver	BC	V6H 4A7	CANADA
Combined Insurance Co.		1000 N. Milwaukee Ave.			Glenview	IL	60025	
Continental Airlines Inc.	Attn Manager Contract Sales and Service	1600 Smith St.			Houston	TX	77002	
Continental Alarm & Detection		4544 South 133rd St	PO Box 45977		Omaha	NE	68137-0977	
Conway Beam Leasing Inc		2874 West Henrietta Road			Rochester	NY	14623	
Corporate Real Estate (YUL 1443)		PO Box 6000	Postal Station Airport Dorval		QC	H4Y 1G2		CANADA
Couche-Tard/Macs S.E.C.		1600 boul. Ste. Marlin Est Tour B Bureau 200			Laval	QC	H7G 4S7	CANADA
County of Orange, John Wayne Airport	Attn Don Horn	18501 Airport Way			Santa Ana	CA	92707	
County of Orange, John Wayne Airport	Attn Holly Felipa	3160 Alway Ave.			Costa Mesa	CA	92826	
CP Company dba C T Power & I		5100 East 68th Avenue			Commerce City	CO	80022	
Croak, Gonzalez & Eckert, Attorneys at Law	Attn Robert A. Gonzalez, Esq.	4703 Monona Drive			Madison	WI	53716	
Crown Credit Company		PO Box 840352			Cincinnati	OH	45284-0352	
Crystal Cool	Community Shores Bank	Attn John Clark			Muskegon	MI	49441	
Crystal Cool Ice/ Russel Swanson		1030 W Norton Avenue			Muskegon	MI	49441	
Crystal Ice (DKAMMD, Inc.)		2389 St. Paul Road			West Point	IA	52656	
CTS Lease & Rental - Regina		520 Park Street			Regina	SK	S4N 0T6	CANADA
CTS Lease & Rental - Winnipeg		357 Oak Point Highway			Winnipeg	MB	R2R 1T9	CANADA
Custom Steel Manufacturing Ltd.	Attn Ian Southcott	15 Bury Street			Winnipeg	MB	R3E 2X7	CANADA
Cynthia Hughes		2924 St James Crescent			Regina	SK	S4V 2Z1	CANADA
Daniel H Vaught		79 Grand Avenue			Oroville	CA	95965	
Danny R. Hartman, Jr.			2739 12th Street SW		Cedar Rapids	IA	52404	
Danny R. Hartman, Jr.			Suite 100		Oakville	ON	L6M 2W2	CANADA
De Lage Landen Financial Services		1235 North Service Rd W			Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice LLC		Suite#1102D-500 Eau Claire Avenue S.W.			Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC			Suite #1102D-500 Eau Claire Avenue S.W.		Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC			Box 1001		Spencer	IA	51301	
Dohm Transfer Company		TGM Properties			St Cloud	MN	56387	
Doug Ferns LLC		2840 4th Street South			Carroll	IA	51401	
Doug Handlos dba Carroll Ice		623 W 18th St			Wilmington	CA	90744	
E Street Cold Logistics		901 East E Street			Edmonton	AB	T5J 3A3	CANADA
Edmonton, City of		20th Floor, Century Place	9803-102A Ave NW		Inver Grove Heights	MN	55077-1408	
Enterprise Leasing Company		5480 S Robert Trail			Orange	CA	00N/A	
Eric Borge		N/A			Denver	CO	80291-1608	
EverBank Commercial Finance Inc.		Dept # 1608						
Exelon Business Services Company	Attn Legal Department	300 Exelon Way			Kennett Square	PA	19348	
Exelon Energy Company	Attn Contract Administrator	300 Exelon Way			Kennett Square	PA	18340	
Flynn Ready-Mix Concrete Co								
Forchell, Curto, Schwartz, Mineo, Carino & Cohn, LLP	Attn Anthony Curto, Esq.	330 Old County Road, P.O. Box 31			Mineola	NY	11501	
Ford Credit Canada Limited	Commercial Lending Services	1275 North Service Rd Ste 800			Oakville	ON	L6M 3G4	CANADA
Foster Poultry Farms		1000 Davis Street			Livingston	CA	95334	
Frank J Arnold Jr		1528 North Sierra Vista			Fresno	CA	93703	
Freedom International Trucks Inc		2973 Galloway Road			Bensalem	PA	19020	
G & B Produce		4707 Camp Phillips Road			Schofield	WI	54476	
G & B Produce Inc		4707 Camp Phillips Road			Schofield	WI	54476	
G&B Produce, Inc.			4704 Camp Phillips Road		Schofield	WI	54476	
Gate Gourmet, Inc.		11710 Plaza America Drive, Suite 800			Reston	VA	20190	
Gateway Realty/Ice Castles Inc./A	Wes Grady	810 South Dewey Street			North Platte	NE	69101	
GE Capital - Box 31001-1351		4246 South Riverboat Road			Salt Lake City	UT	84123	
GE Capital - Box 740441		PO Box 740441			Atlanta	GA	30374-0441	
GE Water & Process Technologies		7777 Industry Avenue			Pico Rivera	CA	90660	
Gerald W. Paschke			P.O. Box 308		Rogers	MN	55374	
Gatchel Bros, Inc.		1 Union Street			Brewer	ME	04412	
Gibbs Ideallease		2712 S 4th St			Fresno	CA	93725	
Giggles Inc		RR 2 - 482081	Conc 24		Wartton	ON	N0H 2T0	CANADA
Giocondo Brothers Ice Inc.		830 E. 13th Avenue			North Kansas City	MO	64116	
Glace GAG		169 St Georges			Metabatchouan Lac	QC	G8G 1E5	CANADA
GMAC Payment Processing Cent		PO Box 5180 Payment Processing			Carol Stream	IL	60197-5180	
GN Johnson Equipment Co Ltd		5030 rue Levy			St Laurent	QC	H4R 2P1	CANADA
Gold Coast Logistics LLC		3785 W US 10			Ludington	MI	48431	

## Group 2

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Moosejaw, Business License Department		228 Main St North			Moose Jaw	SK	S5H 3J8	CANADA
City of Regina		PO Box 5022			Regina	SK	S4P 4J3	CANADA
City of Surrey	Tax Department	14245 55th Ave			Surrey	BC	V3X 3A2	CANADA
City of Winnipeg, Community Services Department		18 30 Fort St			Winnipeg	MB	R3C 4X3	CANADA
City of Winnipeg, Municipal School Taxes		Main Fl City Hall 510 Main St			Winnipeg	MB	R3B 3M2	CANADA
Cogeco		100 University Ave 9th Fl			Toronto	ON	M5J 2Y1	CANADA
Columbia Development Inc		No 504 1367 West Broadway			Vancouver	BC	V6H 4A7	CANADA
Comite de gestion de la taxe scola		PO Box 11043 Downtown station			Montreal	QC	H3C 4X8	CANADA
Consumer Taxation Branch		PO BOX 9443 STN PROV GOVT			Victoria	BC	V8W 9W7	CANADA
Corporate Express Mississauga ON		650 Pendant Dr			Chatham	ON	L5T 2W6	CANADA
Corporate Express Mississauga ON		550 Pendant Dr			Edmonton	AB	L5T 2W6	CANADA
Corporate Express Mississauga ON		550 Pendant Dr			Mississauga	ON	L6T 2W6	CANADA
Corporate Express Mississauga ON		550 Pendant Dr			Surrey	BC	L5T 2W6	CANADA
Couche Tard Inc		Ste 400 4th Fl	305 Milner Ave		Toronto	ON	M1B 3V4	CANADA
Couche Tard Rebale Inc		4204 boulevard Industriel			Laval	QC	H7L 0E3	CANADA
Couche Tard/Macs S E C		1600 boul Ste Martin Est Tour B Bureau 200			Laval	QC	H7G 4S7	CANADA
CRA		325 Broadway			Winnipeg	MB	R3C 4T4	CANADA
CSST		CP 1200 succursale Terminus			Quebec	QC	G1K 7E2	CANADA
CTS Lease		357 Oak Point Hwy			Winnipeg	MB	R2R 1T9	CANADA
CTS Lease & Rental		357 Oak Point Hwy			Winnipeg	MB	R2R 1T9	CANADA
CTS Lease & Rental Regina		520 Park St			Regina	SK	S4N 0T6	CANADA
CTS Lease & Rental Winnipeg		357 Oak Point Hwy			Winnipeg	MB	R2R 1T9	CANADA
Custom Steel Manufacturing Ltd	Atin Ian Southcott	15 Bury St			Winnipeg	MB	R3E 2X7	CANADA
Cynthia Hughes		2924 St James Crescent			Regina	SK	S4V 2Z1	CANADA
D Warken Distributing Ltd		34 Cherywood Ave			Loomington	ON	N8H 4Z9	CANADA
Daisy Mart Accrual		Ste 400 4th Fl	305 Milner Ave		Toronto	ON	M1B 3V4	CANADA
DC Tel		103 20678 Duncan Way			Langley	BC	V3A 7A3	CANADA
De Lage Landen Financial Services Canada Inc		1235 North Service Rd W	Ste 100		Oakville	ON	L6M 2W2	CANADA
DEPANNEUR VOISIN		10101 boul Lois Lafontaine			Anjou	QC	H1J 2E8	CANADA
Department of Finance		33 King St West			Oshawa	ON	L1H 8H5	CANADA
Desert Mountain Ice, LLC		Ste No 1102D 500 Eau Claire Ave S W			Calgary	AB	T2P 3R8	CANADA
Direct Energy		PO Box 2427			Edmonton	AB	T6J 2R4	CANADA
Dislargo Rebale		1225 rue Voila			Boucherville	QC	J4B 7M7	CANADA
District of Willow Creek No 26, Assessors Office		No 26 Hwy 520 West			Claresholm	AB	T0L 0T0	CANADA
Docken & Company	RE 1008021 Alberta Ltd	ATTN Clint Cocken Q C	Barristers & Solicitors	800 800 6th Ave SW	Calgary	AB	T2P 3G3	CANADA
Edmonton, City of		20th Fl Century Pl	9803 102A Ave NW		Edmonton	AB	T5J 3A3	CANADA
Edmonton, City of	Business Tax	1 Sir Winston Churchill Square			Edmonton	AB	T5J 2R7	CANADA
Edmonton, City of	Provincial Education & Municipal Taxes	1 Sir Winston Churchill Square			Edmonton	AB	T5J 2R7	CANADA
EFAP Homewood Human Solutions		Ste 1600 355 Burrard St			Vancouver	BC	V6C 2G8	CANADA
Enbridge		PO Box 650			Scarborough	ON	M1K 5E3	CANADA
Enersource		3240 Mavis Rd			Mississauga	ON	L5C 3K1	CANADA
Enmax		PO Box 2900 Sin M			Calgary	AB	T2P 3A7	CANADA
Enmax		PO Box 2988 Sin M			Calgary	AB	T2P 3C3	CANADA
Epcor		PO Box 500			Edmonton	AB	T5J 3Y3	CANADA
Falcon Internat Services Inc		22185 Gibson Rd			Mount Brydges	ON	N0L 1W0	CANADA
Fas Gas Accrual		236 Riverside Office Plz	4919 58 St		Red Deer	AB	T4N 8C9	CANADA
Federal Insurance Company		2100 111 5th Ave S W			Calgary	AB	T2P 3Y6	CANADA
Federated Co operatives		PO Box 1050			Saskatoon	SK	S7K 3M9	CANADA
First Choice Lawn & Garden Snowplowing Service		9225 Apt 1512 Jane St			Mississauga	ON	L6A 0J7	CANADA
Flyins Truck Wash		17715 113 Ave			Edmonton	AB	T5S 2R4	CANADA
Ford Credit Canada Limited	Commercial Lending Services	1275 North Service Rd Ste 800			Oakville	ON	L6M 3G4	CANADA
Fortis BC		PO Box 6866 Sin Terminal			Vancouver	BC	V8B 6M9	CANADA
Fraser & Company LLP	RE Polar Bear Ice Inc	ATTN Ravinder R S Uppal	Barristers & Solicitors	1200 899 West Hastings St	Vancouver	BC	V6C 2W2	CANADA
Gastler M P Inc		10400 boul Du Golf			Montreal	QC	H1J 2Y7	CANADA
GazMetro		CP 6115 Sacc Centre Ville			Montreal	QC	H3C 4N7	CANADA
General Bearing Service Inc		1326 Notre Dame O			Montreal	QC	H3C 1K7	CANADA
Giggles Inc		RR 2 462081	Cont 24		Warton	ON	N0H 2T0	CANADA
Glace GAG		169 St Georges			Metabetchouan	QC	G8G 1E9	CANADA
GN Johnson Equipment Co Ltd		5000 rue Levy			St Laurent	QC	H4R 2P1	CANADA
Great West Truck Lease & Rentals Ltd		5909 6th St SE	PO Box 5066 Sin A		Calgary	AB	T2H 1X1	CANADA
Hamilton		71 Main St West			Hamilton	ON	L8P 4Y5	CANADA
Hamilton, City of		77 James St North Ste 220	PO Box 2040 Sin Lcd 1		Hamilton	ON	L8N 0A3	CANADA
Harold North Trucking Ltd		11 Seneca St			Chatham	ON	N7M 2B9	CANADA
Harvey T Sirotsberg Q C	Sutts Srosberg LLP	600 251 Goyeau St			Windsor	ON	N9A 6V4	CANADA
Health/Dental/Life Manulife Financial		PO Box 2026 Sin Central			Halifax	NS	B3J 9Z9	CANADA

This is Exhibit E referred to in the  
 affidavit of Bruce Robertson  
 sworn before me, this 31  
 day of October, 2012

UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF DELAWARE

In re

ARCTIC GLACIER INTERNATIONAL INC., *et al.*,<sup>1</sup>

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 12-10605 (KG)

(Joint Administration)

A COMMISSIONER FOR TAKING AFFIDAVITS

AFFIDAVIT OF SERVICE

I, Leticia Salas, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the noticing agent for the Debtors in the above-captioned cases.

On June 14, 2012, at my direction and under my supervision, employees of KCC caused to be served the following documents and via first-class mail on the service lists attached hereto as Exhibit A, and Exhibit B:

- Affidavit of Keith McMahon sworn on June 13 2012 [attached hereto as Exhibit C]; and
- Notice of Motion [attached hereto as Exhibit D].

Furthermore on June 14, 2012, at my direction and under my supervision, employees of KCC caused to be served the following document and via first-class mail on the service list attached hereto as Exhibit E:

<sup>1</sup> The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Arctic Glacier California Inc. (7645); (ii) Arctic Glacier Grayling Inc. (0976); (iii) Arctic Glacier Inc. (4125); (iv) Arctic Glacier Income Fund (4736); (v) Arctic Glacier International Inc. (9353); (vi) Arctic Glacier Lansing Inc. (1769); (vii) Arctic Glacier Michigan Inc. (0975); (viii) Arctic Glacier Minnesota Inc. (2310); (ix) Arctic Glacier Nebraska Inc. (7790); (x) Arctic Glacier New York Inc. (2468); (xi) Arctic Glacier Newburgh Inc. (7431); (xii) Arctic Glacier Oregon, Inc. (4484); (xiii) Arctic Glacier Party Time Inc. (0977); (xiv) Arctic Glacier Pennsylvania Inc. (9475); (xv) Arctic Glacier Rochester Inc. (6989); (xvi) Arctic Glacier Services Inc. (6657); (xvii) Arctic Glacier Texas Inc. (3251); (xviii) Arctic Glacier Vernon Inc. (3211); (xix) Arctic Glacier Wisconsin Inc. (5835); (xx) Diamond Ice Cube Company Inc. (7146); (xxi) Diamond Newport Corporation (4811); (xxii) Glacier Ice Company, Inc. (4320); (xxiii) Ice Perfection Systems Inc. (7093); (xxiv) ICEsurance Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowiton 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.




- Notice of Motion [attached hereto as Exhibit D]

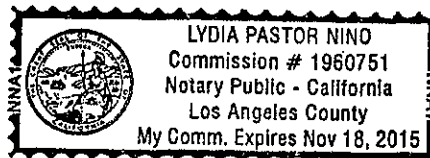
Dated: June 18, 2012

  
Leticia Salas

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 18th day of June 2012, by Leticia Salas, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 



## **Exhibit B**

Exhibit B  
First Class Service List

CreditorName	Creditor/NoticeName	Address1	Address2	Address3	City	State	Zip	Country
CM Developments LLC		17577 Lower Cliff Rd			Sherwood	WI	54169	
Coast Counties Peterbilt Package		P.O. Box 757			San Jose	CA	95106	
Coborns Incorporated		1445 E Hwy 23	PO Box 6146		St Cloud	MIN	56302-6146	
Coca-Cola Enterprises Inc.		11800 W. Brown Deer Rd.			Milwaukee	WI	53224	
Cold Storage Buildings Inc.		1115 4th Street			Port Huron	MI	48060	
Columbia Development Inc.		#504 - 1367 West Broadway			Vancouver	BC	V6H 4A7	CANADA
Columbia Development Inc.		#504-1367 West Broadway			Vancouver	BC	V6H 4A7	CANADA
Combined Insurance Co.		1000 N. Milwaukee Ave.			Glenview	IL	60025	
Continental Airlines Inc.	Attn Manager Contract Sales and Service	1609 Smith St.			Houston	TX	77002	
Continental Alarm & Detection		4544 South 133rd St	PO Box 45977		Omaha	NE	68137-0977	
Conway Beam Leasing Inc		2674 West Henrietta Road			Rochester	NY	14623	
Corporate Real Estate (YUL 1443)		PO Box 9000	Postal Station Airport Dorval			QC	H4Y 1C2	CANADA
Couche-Tard/Macs S.E.C.		1600 boul. Ste. Martin Est Tour B			Laval	QC	H7G 4S7	CANADA
County of Orange, John Wayne Airport	Attn Don Horn	18601 Airport Way			Santa Ana	CA	92707	
County of Orange, John Wayne Airport	Attn Holly Felipe	3160 Airway Ave.			Costa Mesa	CA	92626	
CP Company dba C T Power & Iceberg Enterprises		5100 East 58th Avenue			Commerce City	CO	80022	
Croak, Gonzalez & Eckerle, Attorneys at Law	Attn Robert A. Gonzalez, Esq.	4703 Monona Drive			Madison	WI	53716	
Crown Credit Company		PO Box 640352			Cincinnati	OH	45264-0352	
Crystal Cool	Community Shores Bank	Attn John Clark			Muskegon	MI	49441	
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Crystal Ice (DKAMMD, Inc.)		2389 St. Paul Road			West Point	IA	52656	
CTS Lease & Rental - Regina		520 Park Street			Regina	SK	SAN 0T6	CANADA
CTS Lease & Rental - Winnipeg		357 Oak Point Highway			Winnipeg	MB	R2R 1T9	CANADA
Custom Steel Manufacturing Ltd.	Attn Ian Southcott	15 Bury Street			Winnipeg	MB	R3E 2X7	CANADA
Cynthia Hughes		2924 St. James Crescent			Regina	SK	S4V 2Z1	CANADA
Daniel H Vaught		79 Grand Avenue			Oroville	CA	95965	
Danny R. Hartman Jr.								
Danny R. Hartman, Jr.								
De Lage Landen Financial Services Canada Inc		2739 12th Street SW			Cedar Rapids	IA	42404	
Desert Mountain Ice LLC		1235 North Service Rd W	Suite 100		Oakville	ON	L6M 2W2	CANADA
Desert Mountain Ice, LLC		Suite#1102D-500 Eau Claire Avenue S.W.			Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC			Suite #1102D-500 Eau Claire Avenue S.W.		Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC		Box 1001			Spencer	IA	51301	
Dohrn Transfer Company		TGM Properties			St Cloud	MIN	56387	
Doug Ferns LLC		2840 4th Street South			Carroll	IA	51401	
Doug Handlos dba Carroll Ice		623 W 18th St			Wilmington	CA	90744	
E Street Cold Logistics		901 East E Street			Edmonton	AB	T5J 3A3	CANADA
Edmonton, City of		20th Floor, Century Place	9803-102A Ave NW		Inver Grove Heights	MIN	55077-1406	
Enterprise Leasing Company		5480 S Robert Trail			Orange	CA	00N/A	
Eric Berge		N/A						
EverBank Commercial Finance Inc.		Dept # 1608			Denver	CO	80291-1608	
Exelon Business Services Company	Attn Legal Department	300 Exelon Way			Kennett Square	PA	19348	
Exelon Energy Company	Attn Contract Administrator	300 Exelon Way			Kennett Square	PA	19348	

# **Exhibit E**

Exhibit E  
First Class Service List

Creditor/Name	Creditor/Notice Name	Address1	Address2	Address3	City	State	Zip	Country
Desert Mountain Ice, LLC		Site No 1102D 500 Eau Claire Ave S.W			Calgary	AB	T2P 3R8	CANADA
Direct Energy		PO Box 2427			Edmonton	AB	T5J 2R4	CANADA
Distagro Rebate		1225 rue Volla			Boucherville	QC	J4B 7M7	CANADA
District of Willow Creek No 26, Assessors Office		No 26 Hwy 520 West			Clareholm	AB	T0L 0T0	CANADA
Docken & Company	RE 1008021 Alberta Ltd	ATTN Clint Cocken Q.C	Barristers & Solicitors	900 800 6th Ave SW	Calgary	AB	T2P 3G3	CANADA
Edmonton, City of	Business Tax	20th Fl Century Pl	9803 102A Ave NW		Edmonton	AB	T5J 3A3	CANADA
Edmonton, City of	Provincial Education & Municipal Taxes	1 Sir Winston Churchill Square			Edmonton	AB	T5J 2R7	CANADA
EFAP Homewood Humnan Solutions		Site 1600 355 Burrard St			Vancouver	BC	V6C 2G8	CANADA
Enbridge		PO Box 660			Scarborough	ON	M1K 5E3	CANADA
Enersource		3240 Mavis Rd			Mississauga	ON	L5C 3K1	CANADA
Enmax		PO Box 2900 Sin M			Calgary	AB	T2P 3A7	CANADA
Enmax		PO Box 2988 Sin M			Calgary	AB	T2P 3C3	CANADA
Epoor		PO Box 500			Edmonton	AB	T5J 3Y3	CANADA
Falcon Internet Services Inc		22185 Gibson Rd			Mount Brydges	ON	N0L 1W0	CANADA
Fas Gas Accrual		236 Riverside Office Plz	4919 58 St		Red Deer	AB	T4N 6C9	CANADA
Federated Co operatives		2100 111 5th Ave S W			Calgary	AB	T2P 3Y6	CANADA
First Choice Lawn & Garden		PO Box 1050			Calgary	SK	S7R 3M9	CANADA
Snowplowing Service		9225 Apt 1512 Jane St			Mississauga	ON	L6A 0J7	CANADA
Flyins Truck Wash		17715 116 Ave			Edmonton	AB	T5S 2R4	CANADA
Ford Credit Canada Limited	Commercial Lending Services	1275 North Service Rd Ste 800			Oakville	ON	L6M 3G4	CANADA
Frasar & Company LLP		PO Box 6666 Sin Terminal			Vancouver	BC	V6B 6M9	CANADA
Gastler M P Inc	RE Polar Bear Ice Inc	ATTN Ravinder R S Uppal	Barristers & Solicitors	1200 999 West Hastings St	Vancouver	BC	V6C 2W2	CANADA
General Bearing Service Inc		10400 boul Du Golf			Montreal	QC	H1J 2Y7	CANADA
Glace GAG		CP 6115 Sacc Centre Ville			Montreal	QC	H3C 4N7	CANADA
GN Johnson Equipment Co Ltd		1328 Notre Dame O	Conc 24		Montreal	QC	H3H 1K7	CANADA
Great West Truck Lease & Rentals Ltd		169 St Georges			Winnipeg	ON	N0H 2T0	CANADA
Hamilton, City of		5000 rue Levy			Metabetchouan Lac Croix	QC	H8S TE5	CANADA
Harold North Trucking Ltd		5808 6th St SE	PO Box 5066 Sin A		Calgary	AB	T2H 1X1	CANADA
Harvey T Strosberg Q.C	Suits Strosberg LLP	71 Main St West			Hamilton	ON	L8P 4Y5	CANADA
Health/Denial/Lie Manulife Financial		77 James St North Ste 220			Hamilton	ON	L8N 0A3	CANADA
Henry & John Prins	o/a Dairyland Distributor in the Brooks area	11 Seneca St			Chatham	ON	N7M 2B9	CANADA
Henry & John Prins Dairyland		600 251 Goyseau St			Windsor	ON	N9A 6V4	CANADA
Home Hardware Stores Limited		PO Box 2026 Sin Central			Halifax	NS	B3J 9Z9	CANADA
Homewood Human Solutions		No 7 Fairview Cres			Brooks	AB	T1R 0N1	CANADA
Horizon Utilities		No 7 Fairview Cres			Brooks	AB	T1R 0N1	CANADA
Howard & Howard		34 Harry St West			St Jacobs	ON	N0B2N0	CANADA
Huber College		Site 1600 355 Burrard St			Vancouver	BC	V6C 2G8	CANADA
Husky Energy Rebate		PO Box 2249 Sin LCD 1			Hamilton	ON	L8N 3E4	CANADA
Husky Oil Marketing Company		ATTN Christopher A Chekan	Eaton Centre	One Dundas St West Ste 2500	Toronto	ON	M5G 1Z3	CANADA
Hydro One		Productions Ltd And Louise Knowles c o b as Special Events Marketing						
Hydro One Networks Inc Note this appears as Hydro One in line 121 of Master List Canada with a different address		Accounts Receivable			Mississauga	ON	M9W 5L7	CANADA
		707 8th Ave SW			Calgary	AB	T2P 1H5	CANADA
		PO Box 6525 Sin D			Calgary	AB	T2P 3G7	CANADA
		2821 Production Way			Burnaby	BC	V5A 3G7	CANADA
		PO Box 5700			Markham	ON	L3R 1C8	CANADA
		20 Dundas St West 7th Fl			Toronto	ON	M5G 2C2	CANADA

This is Exhibit.....F.....referred to in the  
 affidavit of Bruce Robertson  
 sworn before me, this.....31  
 day of.....October.....2012

File No. CI 12-01-76323

**THE QUEEN'S BENCH**  
**Winnipeg Centre**

*[Signature]*  
 A COMMISSIONER FOR TAKING AFFIDAVITS

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. 1985, c. C-36, AS AMENDED

---

**CERTIFIED COPY**

**AMENDED AND RESTATED CANADIAN VESTING AND APPROVAL ORDER**  
 DATE OF HEARING: THURSDAY, JUNE 21, 2012 AT 10 A.M.  
 BEFORE THE HONOURABLE MADAM JUSTICE SPIVAK

---

**McCARTHY TÉTRAULT LLP**  
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File No. 10671373

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File No.: 1103500

**THE QUEEN'S BENCH**  
**Winnipeg Centre**

THE HONOURABLE MADAM	)	THURSDAY, THE 21 <sup>st</sup>
	)	
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.

- 2 -

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.

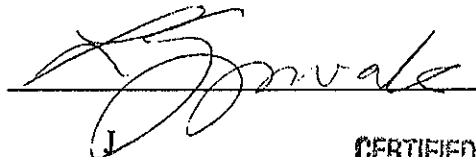
**SEALING**

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



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



- 2 -

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) 186<sup>th</sup> 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.





**THE QUEEN'S BENCH**  
**Winnipeg Centre**

THE HONOURABLE MADAM	)	THURSDAY, THE 21st
	)	
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

**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 (the "~~Purchaser~~"), now known as Arctic Glacier LLC), as purchaser, made as of June 7, 2012; ~~vesting in the Purchaser 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.

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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");

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- 4-(a) all of the Vendors' right, title, benefit and interest in and to the Assets described in other than the Asset Purchase Agreement, 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 the Purchaser 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;

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(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.

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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 SISF (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

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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,

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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.



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**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.

June 21, 2012

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J

**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.

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## 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 (the "~~Purchaser~~"); now known as purchaser, Arctic Glacier LLC), and provided for the vesting in the ~~Purchaser~~ 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

- 2 -

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) 186<sup>th</sup> 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.

Schedule 1

File No. CI 12-01-76323

**THE QUEEN'S BENCH**  
Winnipeg CentreIN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDEDAND 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. 1985, c. C-36, AS AMENDED

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**AMENDED AND RESTATED CANADIAN VESTING AND APPROVAL ORDER**DATE OF HEARING: THURSDAY, JUNE 21, 2012 AT 10 A.M.  
BEFORE THE HONOURABLE MADAM JUSTICE SPIVAK

---

**McCARTHY TÉTRAULT LLP**  
Barristers and Solicitors  
Suite 5300, Box 48  
Toronto Dominion Bank Tower  
Toronto-Dominion Centre  
Toronto, ON M5K 1E6**Kevin McElcheran**  
Tel: (416) 601-7730  
Fax: (416) 868-0673  
Law Society No. 22119H**Heather L. Meredith**  
Tel: (416) 601-8342  
Fax: (416) 868-0673  
Law Society No. 48354R

File No. 10671373

**AIKINS, MacAULAY &  
THORVALDSON LLP**  
30<sup>th</sup> Floor – 360 Main Street  
Winnipeg, MB R3C 4G1**G. Bruce Taylor**  
Tel: (204) 957-4669  
Fax: (204) 957-4218**J.J. Burnell**  
Tel: (204) 957-4663  
Fax: (204) 957-4285

File No.: 1103500



*Exhibit G*  
This is Exhibit #0100 referred to in the  
Docket #0100 Date Filed 07/27/2012  
affidavit of Bruce Robertson  
sworn before me, this 31

UNITED STATES BANKRUPTCY COURT day of October 2012  
DISTRICT OF DELAWARE

*Bruce Robertson*  
A COMMISSIONER FOR TAKING AFFIDAVITS

In re :  
ARCTIC GLACIER INTERNATIONAL INC., et al.,<sup>1</sup> :  
Debtors in a Foreign Proceeding. :

Chapter 15  
Case No. 12-10605 (KG)  
(Joint Administration)

**AFFIDAVIT OF SERVICE**

I, Leticia Salas, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the noticing agent for the Debtors in the above-captioned cases.

On June 26, 2012, at my direction and under my supervision, employees of KCC caused to be served the following documents via first-class mail on the service lists attached hereto as **Exhibit A**, and **Exhibit B**; and via email on the service list attached hereto as **Exhibit C**:

- **Notice of Filing of Affidavit of Keith McMahon** [Docket No. 105]
- **Notice of Filing and Fourth Report of the Monitor** [Docket No. 106]
- **Notice and Motion of the Monitor for an Order Authorizing the Filing Under Seal of: (I) Certain Provisions of the Purchase Agreement; and (II) the Confidential Appendix to the Fourth Report of the Monitor** [Docket No. 107]

<sup>1</sup> The last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, follow in parentheses: (i) Arctic Glacier California Inc. (7645); (ii) Arctic Glacier Grayling Inc. (0976); (iii) Arctic Glacier Inc. (4125); (iv) Arctic Glacier Income Fund (4736); (v) Arctic Glacier International Inc. (9353); (vi) Arctic Glacier Lansing Inc. (1769); (vii) Arctic Glacier Michigan Inc. (0975); (viii) Arctic Glacier Minnesota Inc. (2310); (ix) Arctic Glacier Nebraska Inc. (7790); (x) Arctic Glacier New York Inc. (2468); (xi) Arctic Glacier Newburgh Inc. (7431); (xii) Arctic Glacier Oregon, Inc. (4484); (xiii) Arctic Glacier Party Time Inc. (0977); (xiv) Arctic Glacier Pennsylvania Inc. (9475); (xv) Arctic Glacier Rochester Inc. (6989); (xvi) Arctic Glacier Services Inc. (6657); (xvii) Arctic Glacier Texas Inc. (3251); (xviii) Arctic Glacier Vernon Inc. (3211); (xix) Arctic Glacier Wisconsin Inc. (5835); (xx) Diamond Ice Cube Company Inc. (7146); (xxi) Diamond Newport Corporation (4811); (xxii) Glacier Ice Company, Inc. (4320); (xxiii) Ice Perfection Systems Inc. (7093); (xxiv) ICEsurance Inc. (0849); (xxv) Jack Frost Ice Service, Inc. (7210); (xxvi) Knowlton Enterprises Inc. (8701); (xxvii) Mountain Water Ice Company (2777); (xxviii) R&K Trucking, Inc. (6931); (xxix) Winkler Lucas Ice and Fuel Company (0049); (xxx) Wonderland Ice, Inc. (8662). The Debtors' executive headquarters is located at 625 Henry Avenue, Winnipeg, Manitoba, R3A 0V1, Canada.



121060512062700000000002


- **Notice and Monitor's Motion, Pursuant to Sections 105(A), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014, for Entry of an Order (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 108]**

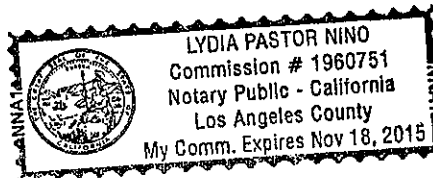
Dated: June 27, 2012

  
Leticia Salas

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 27<sup>th</sup> day of June 2012, by Leticia Salas, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 



## **Exhibit B**



Exhibit B  
First Class Service List

Creditor Name	Creditor/Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country
CM Developments LLC		N7577 Lower Cliff Rd			Sherwood	WI	54169	
Coast Counties Peterbilt Package		P.O. Box 757			San Jose	CA	95106	
Coburns Incorporated		1445 E Hwy 23	PO Box 6146		St Cloud	MN	56302-6146	
Coca-Cola Enterprises Inc.		11800 W. Brown Deer Rd.			Milwaukee	WI	53224	
Cold Storage Buildings Inc		1115 4th Street			Port Huron	MI	48060	
Columbia Development Inc		#504 - 1367 West Broadway			Vancouver	BC	V6H 4A7	CANADA
Columbia Development Inc.		1000 N. Milwaukee Ave.			Vancouver	BC	V6H 4A7	CANADA
Combined Insurance Co.					Glenview	IL	60025	
Continental Airlines Inc.	Attn Manager Contract Sales and Service	1600 Smith St.			Houston	TX	77002	
Continental Alarm & Detection		4544 South 133rd St	PO Box 45977		Omaha	NE	68137-0977	
Conway Beam Leasing Inc		2874 West Henrietta Road			Rochester	NY	14623	
Corporate Real Estate (YUL 1443)			Postal Station Airport Dorval		Laval	QC	H4Y 1C2	CANADA
Couche-Tard/Macs S.E.C.		1600 boul. Ste. Martin Est Tour B			Laval	QC	H7G 4S7	CANADA
County of Orange, John Wayne Airport	Attn Don Horn	Bureau 200			Santa Ana	CA	92707	
County of Orange, John Wayne Airport	Attn Holly Felipe	18601 Airport Way			Costa Mesa	CA	92626	
CP Company dba C T Power & Iceberg Enterprises		3160 Airway Ave.			Commerce City	CO	80022	
Croak, Gonzalez & Eckert,	Attn Robert A. Gonzalez, Esq.	5100 East 58th Avenue			Madison	WI	53716	
Crown Credit Company		4703 Monona Drive			Cincinnati	OH	45264-0352	
Crystal Cool	Community Shores Bank	PO Box 640352			Muskegon	MI	49441	
Crystal Cool Ice/ Russel Swanson		Attn John Clark			Muskegon	MI	49441	
Crystal Ice (DKAMMD, Inc.)		1030 W Norton Avenue			Muskegon	MI	49441	
CTS Lease & Rental - Regina		2389 St. Paul Road			West Point	IA	52656	
CTS Lease & Rental - Winnipeg		520 Park Street			Regina	SK	S4N 0T6	CANADA
CTS Lease & Rental - Winnipeg		357 Oak Point Highway			Winnipeg	MB	R2R 1T9	CANADA
Custom Steel Manufacturing Ltd.	Attn Ian Southcott	15 Bury Street			Winnipeg	MB	R3E 2X7	CANADA
Cynthia Hughes		2924 St James Crescent			Regina	SK	S4V 2Z1	CANADA
Daniel H Vaughn		79 Grand Avenue			Oroville	CA	95965	
Danny R. Hartman Jr.			2739 12th Street SW		Cedar Rapids	IA	42404	
Danny R. Hartman, Jr.			Suite 100		Oakville	ON	L6M 2W2	CANADA
De Lage Landen Financial Services Canada Inc		1235 North Service Rd W			Waterloo	ON	N2V 1C6	CANADA
Descartes Systems Group Inc.		120 Randall Drive			Waterloo	ON	N2V 1C6	CANADA
Desert Mountain Ice LLC		Suite#1102D-500 Eau Claire Avenue S.W.			Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC			Suite # 102D-500 Eau Claire Avenue S.W.		Calgary	AB	T2P 3R8	CANADA
Desert Mountain Ice, LLC					Modesto	CA	95350	
Doctors Medical Center of Modesto	Warren J. Kirk President and Chief Executive Officer	1441 Florida Avenue			Spencer	IA	51301	
Dohm Transfer Company		TGM Properties	Box 1001		St. Cloud	MN	56387	
Doug Feims LLC		2840 4th Street South			Carroll	IA	51401	
Doug Handlos dba Carroll Ice		623 W18th St			Wilmington	CA	90744	
E Street Cold Logistics		901 East E Street			Edmonton	AB	T5J 3A3	CANADA
Edmonton, City of		20th Floor, Century Place	9803-102A Ave NW		Inver Grove Heights	MN	55077-1406	
Enterprise Leasing Company		5480 S Robert Trail			Orange	CA	00N/A	
Eric Berge		N/A			Orange	CA	00N/A	
EverBank Commercial Finance Inc					Denver	CO	80291-1608	
Exelom Business Services Company	Attn Legal Department	300 Exelom Way			Kennett Square	PA	19348	
Exelom Energy Company	Attn Contract Administrator	300 Exelom Way			Kennett Square	PA	19348	

This is Exhibit "H" referred to in the affidavit of Bruce Robertson sworn before me, this 21st day of October 2012

THE QUEEN'S BENCH  
Winnipeg Centre

  
A COMMISSIONER FOR TAKING AFFIDAVITS

THE HONOURABLE MADAM  
JUSTICE SPIVAK

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•THURSDAY, THE •21st  
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

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 (the "Purchaser"), as purchaser, dated •, and made as of June 7, 2012; vesting in the Purchaser the Vendors' right, title and interest in and to the assets described in the Asset Purchase Agreement (the "Purchased Assets"); 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 Motion Record of the Applicants, including the Affidavit of Keith McMahon sworn June 13, 2012 (the "Motion Record 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 and 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 on the service list, 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 sworn 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 Record, 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 ~~Purchased 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**"), all of the Vendors' right, title and interest in and to the ~~Purchased~~ 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; and (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 ~~Purchased~~ Assets are hereby released, extinguished, expunged and discharged as against the ~~Purchased~~ Assets; provided, however, that nothing herein shall affect the rights and

~~remedies of any counterparty to an Assigned Contract that is assigned to the Purchaser in connection with the Transaction, except as may otherwise be agreed to by the counterparty and the Purchaser Assets.~~

~~5. THIS COURT ORDERS that nothing in this Order shall amend or vary the terms of an Assigned Contract except as required to assign the Assigned Contract pursuant to this Order.~~

5. ~~6-~~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 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~~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 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.

11. ~~7-~~THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the ~~Purchased~~-Assets shall stand in the place and stead of the ~~Purchased~~-Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased~~-Assets with the same priority as they had with respect to the ~~Purchased~~-Assets immediately prior to the sale, as if the ~~Purchased~~-Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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. ~~8-~~THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

14. ~~9-~~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. ~~10-~~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 Purchased 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 ~~Purchased~~ 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. ~~12-~~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. ~~13-~~THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

June 21, 2012

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**SCHEDULE "A" - Additional Applicants**

Arctic Glacier California Inc.  
Arctic Glacier Grayling Inc.  
Arctic Glacier Lansing Inc.  
Arctic Glacier Michigan Inc.  
Arctic Glacier Minnesota Inc.  
Arctic Glacier Nebraska Inc.  
Arctic Glacier Newburgh Inc.  
Arctic Glacier New York Inc.  
Arctic Glacier Oregon Inc.  
Arctic Glacier Party Time Inc.  
Arctic Glacier Pennsylvania Inc.  
Arctic Glacier Rochester Inc.  
Arctic Glacier Services Inc.  
Arctic Glacier Texas Inc.  
Arctic Glacier Vernon Inc.  
Arctic Glacier Wisconsin Inc.  
Diamond Ice Cube Company Inc.  
Diamond Newport Corporation  
Glacier Ice Company, Inc.  
Ice Perfection Systems Inc.  
ICESurance Inc.  
Jack Frost Ice Service, Inc.  
Knowlton Enterprises, Inc.  
Mountain Water Ice Company  
R&K Trucking, Inc.  
Winkler Lucas Ice and Fuel Company  
Wonderland Ice, Inc.

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**Schedule B – Form of Monitor’s Certificate**

**THE QUEEN’S BENCH  
Winnipeg Centre**

THE HONOURABLE MADAM	)	•DAY, THE•
	)	
JUSTICE SPIVAK	)	DAY OF •, 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**”)

**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 (the “**Purchaser**”), as purchaser, and provided for the vesting in the Purchaser of all of the Vendors’ right, title and interest in and to the ~~Purchased~~ 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, which vesting is to

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be effective with respect to the ~~Purchased~~ 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 ~~Purchased~~ 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 ~~Purchased~~ 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:**

<b>Registration No.</b>	<b>Date</b>	<b>Instrument Type/ Description</b>	<b>From/By</b>
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:**

<b>Registration No.</b>	<b>Date</b>	<b>Instrument Type/ Description</b>	<b>From/By</b>
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:**

<b>Registration No.</b>	<b>Date</b>	<b>Instrument Type/ Description</b>	<b>From/By</b>
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:**

<b>Registration No.</b>	<b>Date</b>	<b>Instrument Type/ Description</b>	<b>From/By</b>
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:**

<b>Registration No.</b>	<b>Date</b>	<b>Instrument Type</b>	<b>Description</b>
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:**

<u>Registration No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Description</u>
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:**

<u>Registration No.</u>	<u>Date</u>	<u>Instrument Type</u>	<u>Description</u>
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) 186<sup>th</sup> 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:**

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

**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.

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*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**CANADIAN VESTING AND APPROVAL ORDER**  
DATE OF HEARING: •THURSDAY, •JUNE 21, 2012 AT 10 A.M.  
BEFORE THE HONOURABLE MADAM JUSTICE SPIVAK

**McCARTHY TÉTRAULT LLP**  
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File No. 10671373

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File No.: 1103500

Doc#11394117v5



Document comparison by Workshare Compare on Wednesday, October 31, 2012 3:34:40 PM

Input:	
Document 1 ID	PowerDocs://DOCS/11394117/5
Description	DOCS-#11394117-v5-Draft Approval and Vesting Order
Document 2 ID	PowerDocs://DOCS/11931731/1
Description	DOCS-#11931731-v1-Arctic - Draft Vesting and Approval Order Final Form (signed by Spivak)
Rendering set	MTStandard

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

Statistics:	
	Count
Insertions	343
Deletions	61
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	406

This is Exhibit I referred to in the  
 affidavit of Bruce Robertson  
31st  
 sworn before me, this

From: Wasserman, Marc <MWasserman@osler.com>  
 Sent: Tuesday, July 24, 2012 4:54 PM  
 To: bernice.chartrand@gov.mb.ca  
 Cc: Jackson, David; rmorawetz@alvarezandmarsal.com; 'GBT@alvarezandmarsal.com'; Kevin; Dacks, Jeremy  
 Subject: Arctic Glacier

day of October 20 12

*[Handwritten signature]*

My lady.

I am writing in my capacity as counsel for the Monitor in the Arctic Glacier CCAA Proceedings.

We are writing to provide you with an update with respect to the closing of the HIG transaction.

Arctic Glacier, with the assistance of the Monitor, has been working diligently to close the transaction prior to the outside date of July 31, 2012. The transaction is currently scheduled to close on Thursday, July 26.

In the course of finalizing the closing arrangements for the transaction, including the Purchaser's need for sufficient funds on hand at closing to operate the business, the parties have been discussing certain minor modifications to the transaction documents that Arctic Glacier and the Monitor believe are permitted pursuant to the terms of the Amended and Restated Vesting and Approval Order. Such order approved the HIG Asset Purchase Agreement "with such minor amendments as the Vendors may deem necessary".

These modifications are as follows:

- Arctic Glacier will pay the "Transfer Taxes" associated with the transaction which have been estimated to be approximately \$3.85 million. The APA originally provided that such taxes were to be paid by the Purchaser.
- Arctic Glacier will reimburse the Purchaser for \$5 million in expenses related to the transaction.
- Arctic Glacier will agree that, to the extent that the net working capital calculation described in the APA results in a net working capital balance in excess of the estimated net working capital balance, the Purchaser will receive the benefit of such excess up to \$5 million. The estate will be paid by the Purchaser for any amount in excess of the first \$5 million. This is a modification to the APA as the agreement provides that Arctic Glacier be compensated on a dollar for dollar basis for any excess net working capital above the estimated net working capital amount.

The effect of these modifications is expected to be a net reduction of the purchase price of approximately \$9 million to \$14 million. In addition, the Arizona lease will be assumed by the Purchaser on closing meaning that the \$12.5 million payment referred to in the APA will not be paid at this time as contemplated by the APA. The assumption of the Arizona lease has no economic effect on the estate as the corresponding \$12.5 million liability will not be realized prior to closing.

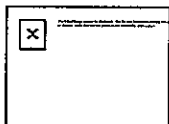
Arctic's press release indicated a purchase price of \$434.5 million taking account the value of the payment entitlement or the assumption of the Arizona lease. This closing proceeds are now expected to be \$408 million to \$413 million (to take into account the reductions from the modifications noted above) and the assumption of the Arizona lease.

It is the Monitor's view that these modifications to the transaction are permissible under the terms of the Amended and Restated Vesting and Approval Order, however, the Monitor felt that it was prudent in the circumstances to provide your lady with an update on the status of the closing of the transaction, including the

modifications to the deal negotiated between the parties. These modifications will be considered by the board of trustees of Arctic Glacier Income Fund later this evening and will be reflected in the company's press release announcing the closing of the transaction.

Should you wish to discuss this matter in greater detail, please do not hesitate to contact me.

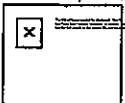
Best Regards,  
Marc Wasserman



Marc Wasserman

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