

**THE QUEEN'S BENCH**

**Winnipeg Centre**

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

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

(collectively, the "APPLICANTS")

APPLICATION UNDER THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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**AFFIDAVIT OF KELLY PETERS,**  
**SWORN JUNE 29, 2012**  
**(service re: comeback clause)**

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File No.: 1103500

#11586275

**THE QUEEN'S BENCH**

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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 29, 2012**

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.
2. McCarthy Tétrault LLP is counsel for the Applicants and Glacier Valley Ice Company L.P. (together, the "Vendors") in this matter.
3. On June 21, 2012, the Manitoba Court of Queen's Bench (the "Canadian Court") granted an order approving the sale transaction contemplated by the Asset Purchase Agreement between H.I.G. Zamboni, LLC (the "Purchaser") and the Vendors (the "Canadian Approval and Vesting Order").
4. Pursuant to paragraph 18 of the Canadian Approval and Vesting Order, any interested party served with notice of the sale approval motion after Friday, June 15, 2012, including those additional parties identified by the Purchaser, could apply to the Canadian Court by serving a notice of motion on the parties listed in the service list maintained by the Monitor, Alvarez &

Marsal Inc.. Any such notice must be served on or before July 3, 2012 for a hearing on July 12, 2012.

**Service relating to Paragraph 18 of the Canadian Approval and Vesting Order**

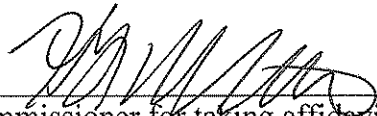
5. Shortly after the approval of sale motion, a list of interested parties was generated by counsel for the Vendors and Purchaser in accordance with paragraph 18 of the Canadian Approval and Vesting Order (the "Paragraph 18 Service List"). The list included all parties identified by the Purchaser, in addition to any parties served by the Vendors' counsel after June 15, 2012. A copy of the Paragraph 18 Service List as of June 22, 2012 is attached hereto as Exhibit "A", showing 65 parties with one duplication.

6. On Friday, June 22, 2012, I mailed the notice packages by regular mail to all but one of the 64 parties on the Paragraph 18 Service List (the address of the 64<sup>th</sup> party was being confirmed by the Vendor). The package contained a Notice informing the interested parties about the Vendors' restructuring, specifically identifying paragraph 18 of the Canadian Approval and Vesting Order, and a copy of the Canadian Approval and Vesting Order (the "Notice Package"). Attached hereto as Exhibit "B" is a copy of the Notice Package sent to the Paragraph 18 Service List.

7. On Monday June 25, 2012, nine government entities were identified by Vendors' counsel as parties who received notice after June 15, 2012, but who were not previously included in the Paragraph 18 Service List. In addition, the Vendors provided Vendors' counsel with the address to the remaining party on the Paragraph 18 Service List. My office mailed the Notice Package to each of these 10 parties by regular mail on June 25, 2012. Attached hereto as Exhibit "C" is a copy of the Paragraph 18 Service List updated as of June 25, 2012, which includes the additional 9 parties and updated address.

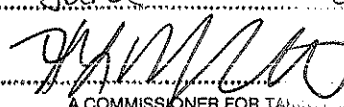
8. On June 28, 2012, the Vendors provided an updated address for #47 Darlene Panchuk and Clayton Panchuk, who were on the original Paragraph 18 Service List. My office sent the Notice Package by courier to these parties at the updated address on June 28, 2012.

SWORN BEFORE ME at the City of  
Toronto, in the Province of Ontario, on  
June 29, 2012.

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

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

### Comeback Clause Service List

	Names provided by Ropes & Gray LLP	This is Exhibit <u>A</u> referred to in the affidavit of <u>Kelly Peter</u> sworn before me, this <u>29<sup>th</sup></u> day of <u>June</u> <u>2012</u>  A COMMISSIONER FOR TAKING AFFIDAVITS
1.	<b>Charles McGrail</b> c/o Wade Johnson David P. Farrell The Law Office of Wade C. Johnson 555 East Ocean Boulevard, Suite 430 Long Beach, California 90802	
2.	<b>Don Wynne</b> c/o Wade Johnson David P. Farrell The Law Office of Wade C. Johnson 555 East Ocean Boulevard, Suite 430 Long Beach, California 90802	
3.	<b>The Great Atlantic &amp; Pacific Tea Company, Inc.</b> 2 Paragon Drive Montvale, NJ 07645	
4.	<b>Waulbaums, Inc.,</b> 2 Paragon Drive Montvale, NJ 07645	
5.	<b>Atlantic Refining And Marketing Corp</b> 4528 Ohio River Boulevard Pittsburgh, PA 15202-3418	
6.	<b>Sunoco Inc.</b> 1818 Market Street Floor 1500 Philadelphia, PA 19103-3616	
7.	<b>Kmart of New York</b> <b>Sears Holdings Corporation</b> 3333 Beverly Road Hoffman Estates, IL 60179	
8.	<b>Rite Aid Corporation</b> 30 Hunter Lane Camp Hill, PA 17011-2400	
9.	<b>Geysir Sales Corporation, Inc.</b> 510 Fenimore Rd Mamaroneck, NY 10543-2313	

10.	<b>Walgreen Co.</b> 108 Wilmot Road Deerfield, Illinois 60179
11.	<b>1008021 Alberta Ltd.</b> Bragg Creek Village Pharmacy 20 White Ave.Bragg Creek, AB T0L 0K0, Canada
12.	<b>County Waste Management Inc.</b> 565 Harrison Avenue Harrison, NY 10528
13.	<b>County Waste Management Inc</b> 625 Whittier Street Bronx, NY 10474-61
14.	<b>Polar Bear Ice Inc.</b> Rte. 638 Whitewood, VA 24657
15.	<b>The Home City Ice Company</b> 6045 Bridgetown Road # 1 Cincinnati, OH 45248-3049
16.	<b>Microsoft Licensing, GP</b> 6100 Neil Road Reno, NV 89511-1137
17.	<b>Prophet Business Group Ltd.</b> 1-1692 Dublin Avenue Winnipeg MB R3H 1A8
18.	<b>Brains II Canada Inc.</b> 165 Konrad Crescent Markham, ON L3R 9T9
19.	<b>HIGHLINE Corporation</b> 145 Renfrew Drive Suite 210 Markham, ON L3R 9R6
20.	<b>HighJump Software Canada Inc.</b> 60 Bathurst Drive, Unit 9 Waterloo ON N2V 2A9
21.	<b>Quest Software, Inc.</b> 260 King Street East, 4 <sup>th</sup> Floor Toronto, ON M5A 4L5

22.	<b>Quest Software Canada</b> P.O. Box 15252, Station A Toronto, ON M5W 1C1
23.	<b>Citrix Systems Inc.</b> 851 W. Cypress Creek Road Fort Lauderdale, FL 33309
24.	<b>GXS, Inc.</b> 2680 Skymark Ave Ste 500 Mississauga ON L41 516
25.	<b>Intermec Technologies Canada Ltd.</b> 7065 Tranmere Drive Mississauga, ON L5S 1M2
26.	<b>Descartes Systems Group Inc.</b> 120 Randall Drive Waterloo ON N2V 1C6
27.	<b>Solutions@MBAF, LLC</b> 1001 Brickell Bay Drive 12 <sup>th</sup> Floor Miami, FL 33131
28.	<b>OnX Enterprise Solutions Ltd.</b> Jeff Elliott 155 Commerce Valley Drive East Thornhill ON L3T 7T2
29.	<b>SYMANTEC</b> 555 International Way Springfield, OR 97477
30.	<b>Paperless Business Systems</b> 1417 Fourth Avenue, 4 <sup>th</sup> Floor Seattle, WA 98101
31.	<b>CCH Canadian Limited</b> 90 Sheppard Avenue Suite 300 Toronto, OH M2N 6X1
32.	<b>1Sync</b> 7887 Washington Village Dr. Suite 300 Dayton, OH 45459

33.	<b>AppDev Products</b> 10250 Valley View Road, #120 Eden Prairie, MN 55344
34.	<b>GS1 Canada</b> C/O TH 1029 P.O. Box 4283 Postal Station A Toronto, ON M5W 5W6
35.	<b>Iron Mountain Canada Corporation</b> P.O. Box 3527, Station A Toronto, ON M5W 3G4
36.	<b>NOREX</b> 5505 Cottonwood Lane Prior Lake, MN 55372
37.	<b>RAIR</b> 250 Bishop Way Brookfield, WI 53005
38.	<b>Standard Leasing</b> [address to be confirmed by Arctic]
39.	<b>Milne Office Systems Inc.</b> Unit J 301 Weston Street Winnipeg, MB R3E 3H4
40.	<b>PHSI Pure Water Finance</b> P.O. Box 404582 Atlanta, GA 30384-4582
41.	<b>Smart &amp; Final Stores LLC</b> P.O. Box 512377 Los Angeles, CA 90051-0377
42.	<b>Family Dollar Services, Inc.</b> P.O. Box 1017 Charlotte, NC 28201-1017
43.	<b>Jetro Cash &amp; Carry</b> Restaurant Depot 15-24 132 <sup>nd</sup> Street College Point, NY 11356



44.	<b>Doctors Medical Center of Modesto</b> Warren J. Kirk President and Chief Executive Officer 1441 Florida Avenue Modesto, CA 95350
45.	<b>A&amp;E Television Networks, LLC</b> Attn: Chris Meador, VP Consumer Marketing 235 East 45 <sup>th</sup> Street New York, NY 10017
46.	<b>Vogt Ice, LLC</b> 1815 Shady Oaks Drive Denton, TX 76205
47.	<b>Darlene Panchuk and Clayton Panchuk</b> 2924 Saint James Crescent Regina, SK S4V 2Z1
48.	<b>Lostrock Corp.</b> 345 Renfrew Drive, Unit 1, Main Floor Unionville, ON L3R 9S9
49.	<b>Roynat</b> 700 – 2nd Street S.W. Calgary, Alberta, Canada T2P 2W2
50.	<b>Montreal Trust Company</b> Legal Department 40 <sup>th</sup> King Street West, 8 <sup>th</sup> Floor Toronto, Ontario M5H 1H1
	<b>Names added by McCarthy Tétrault LLP</b>
51.	<b>MCAP Leasing</b> 5575 North Service Road Ste. 300 Burlington, ON L7L 6M1
52.	<b>COMPUTERSHARE TRUST COMPANY OF CANADA</b> 100 University Avenue, 9 <sup>th</sup> Floor, North Tower Toronto, ON M5J 2Y1

53.	<b>CIPF IX GP Inc.</b> Uniform Property Management Services Limited 117 Centrepointhe Drive, Suite 300 Ottawa, Ontario K2G 5X3
54.	<b>Sylvain Cloutier</b> 248, Chemin Lamartine Ouest Stain Eugene, QC G0R 1X0
55.	<b>Flynn Concrete Ready-Mix c/o Dyersville Ready Mix/Bard Materials</b> 2021 325 <sup>th</sup> Street Dyersville, IA 52040
56.	<b>Rohlfing of Brainerd</b> 923 Wright Street Brainerd, MN 56401
57.	<b>CUSTOM TRUCK SALES INC</b> 357 Oakpoint Highway Winnipeg, MB R2R 1T9
58.	<b>CTS Lease &amp; Rental</b> 357 Oakpoint Highway Winnipeg, MB R2R 1T9
59.	<b>PENSKE TRUCK LEASING CANADA INC / LOCATIONS DE CAMIONS PENSKE CANADA INC</b> RT 10 Green Hills, PO Box 791 Reading, PA U.S.A. 19603
60.	<b>Paccar Leasing a Division of Paccar of Canada Ltd.</b> P.O. Box 1518 Bellevue, WA U.S.A. 98009
61.	<b>Key Equipment Finance Canada Ltd.</b> 1111 International Bl Ste 102 Burlington, ON L7L 6W1
62.	<b>INLAND PACLEASE</b> 2482 DOUGLAS ROAD BURNABY, BC V5C 6C9

63.	<b>BNP Paribas (Canada)</b> 155 Wellington Street West Suite 3110 Toronto, ON M5V 3H1
64.	<b>RYDER TRUCK RENTAL CANADA LTD</b> 700 CREDITSTONE ROAD CONCORD, ON L4K 5A5
65.	<b>Darlene Panchuck and Clayton Panchuk</b> (additional owners of real estate) re: 1625 McAra Street, Regina, SK  2924 Saint James Crescent Regina, SK S4V 2Z1

## NOTICE OF ARCTIC GLACIER RESTRUCTURING

Dear Sir/Madam:

Arctic Glacier Income Fund and its subsidiaries (collectively, "Arctic") received protection pursuant to an initial order (the "Initial Order") made by the Manitoba Court of Queen's Bench (the "Canadian Court") pursuant to the *Companies Creditors Arrangement Act* (Canada) (the "CCAA") on February 22, 2012, and the U.S. Bankruptcy Court for the District of Columbia granted an order on March 16, 2012 recognizing the CCAA proceedings as a foreign main proceeding and enforcing the Initial Order in the United States on a final basis.

Attached to this Notice, is a copy of the Order of the Canadian Court made on June 21, 2012 (the "Order") approving the sale of Arctic's business and assigning contracts and leases to the purchaser, H.I.G. Zamboni, LLC. Pursuant to paragraph 18 of the Order, you may apply to the Canadian Court by serving a notice of your motion on the parties listed in the service list maintained by the Monitor, Alvarez & Marsal Inc., and posted at the web address set out below. Any such motion must be served on or before July 3, 2012 for a hearing on July 12, 2012.

Should you wish to review the evidence and other documents that were presented to the court at the hearing of the motion, you may access them at  
<http://www.alvarezandmarsal.com/en/canada/arcticglacier>

This is Exhibit.....<sup>B</sup>.....referred to in the  
affidavit of..... Kelly Peters.....  
sworn before me, this..... 29<sup>th</sup>.....  
day of..... June..... 20...12  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS

**THE QUEEN'S BENCH**  
Winnipeg Centre

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

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

( collectively, the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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

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**McCARTHY TÉTRAULT LLP**  
Barristers and Solicitors  
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Tel: (204) 957-4663  
Fax: (204) 957-4285

File No.: 1103500

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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  
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AND ARCTIC GLACIER INTERNATIONAL INC. and the  
ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A"  
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(collectively, the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS*  
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**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, 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**"); and, extending the Stay Period defined in paragraph 30 of the Initial Order of the Honourable Madam Justice Spivak dated February 22, 2012 (the "**Stay Period**"), was heard this day at the Law Courts Building at 408 York Avenue, in The City of Winnipeg, in the Province of Manitoba.

ON READING the Affidavit of Keith McMahon sworn June 13, 2012 (the "**Affidavit**"), and the Fourth Report of Alvarez & Marsal Canada Inc. (the "**Monitor**") dated June 15, 2012 (the "**Fourth Report**"), and on hearing the submissions of counsel for the Monitor, the Applicants, the Purchaser, the Arctic Lenders, TD Bank and the US Direct Purchaser Antitrust Settlement Class, counsel for the Trustees of Arctic Glacier Income Fund also appearing, counsel for Centerbridge Partners L.P. appearing on a watching brief, representatives of Talamod Master Fund, L.P. and TD Securities Inc. also present in person or by telephone, and no one appearing for any other person, including the U.S. Department of Justice Antitrust Division and parties to Assigned Contracts that are being assigned pursuant to this Order, although properly served as appears from the Affidavit of Corrine Smorhay and the Affidavit of Kelly Peters, both sworn June 20, 2012, both filed:

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

#### **SERVICE**

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

#### **SALE TRANSACTION**

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

4. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**"), all of the Vendors' right, title and interest in and to the Assets described in the Asset Purchase Agreement, including, without limitation, the Vendors' rights,

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

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 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 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. 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**

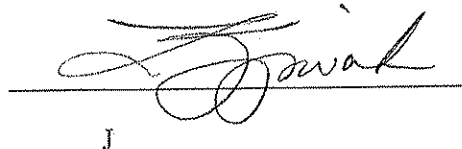
21. THIS COURT ORDERS that the Confidential Appendix to the Fourth Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title 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.

June 21, 2012



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.

**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**"), as purchaser, 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, which vesting is to be effective with respect to the Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii)

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

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

THE MONITOR CERTIFIES the following:

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

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

Per: \_\_\_\_\_

Name:

Title:



**Schedule C – Claims to be deleted and expunged**

**REAL PROPERTY ENCUMBRANCES TO BE DISCHARGED**

**A. OWNED PROPERTY**

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

**(a) Title No.: 012 170 358**

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

**Municipality:** City of Edmonton

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

**(b) Title No.: 012 170 700**

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

**Municipality:** City of Edmonton

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

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

**(a) Title No.: 981 406 325**

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

**Municipality:** City of Calgary

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

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

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

**Legal Description:** Parcels A to E Plan 42917 WLTO

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

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

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

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

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

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

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

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

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

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

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

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

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

**Registered Owner:** Arctic Glacier Inc.

**Encumbrances:**

Registration No.	Date	Instrument Type	Description
LT1098091Z	1990/02/12	Application to Annex Restrictive Covenants	Lostrock 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.

# Comeback Clause Service List

	Names provided by Ropes & Gray LLP	This is Exhibit <u>C</u> referred to in the affidavit of <u>Kelly Peters</u> sworn before me, this <u>29<sup>th</sup></u> day of <u>June</u> 20 <u>12</u>
1.	<b>Charles McGrail</b> c/o Wade Johnson David P. Farrell The Law Office of Wade C. Johnson 555 East Ocean Boulevard, Suite 430 Long Beach, California 90802	 A COMMISSIONER FOR TAKING AFFIDAVITS
2.	<b>Don Wynne</b> c/o Wade Johnson David P. Farrell The Law Office of Wade C. Johnson 555 East Ocean Boulevard, Suite 430 Long Beach, California 90802	
3.	<b>The Great Atlantic &amp; Pacific Tea Company, Inc.</b> 2 Paragon Drive Montvale, NJ 07645	
4.	<b>Waulbaums, Inc.,</b> 2 Paragon Drive Montvale, NJ 07645	
5.	<b>Atlantic Refining And Marketing Corp</b> 4528 Ohio River Boulevard Pittsburgh, PA 15202-3418	
6.	<b>Sunoco Inc.</b> 1818 Market Street Floor 1500 Philadelphia, PA 19103-3616	
7.	<b>Kmart of New York</b> <b>Sears Holdings Corporation</b> 3333 Beverly Road Hoffman Estates, IL 60179	
8.	<b>Rite Aid Corporation</b> 30 Hunter Lane Camp Hill, PA 17011-2400	
9.	<b>Geysir Sales Corporation, Inc.</b> 510 Fenimore Rd Mamaroneck, NY 10543-2313	



10.	<b>Walgreen Co.</b> 108 Wilmot Road Deerfield, Illinois 60179
11.	<b>1008021 Alberta Ltd.</b> Bragg Creek Village Pharmacy 20 White Ave. Bragg Creek, AB T0L 0K0, Canada
12.	<b>County Waste Management Inc.</b> 565 Harrison Avenue Harrison, NY 10528
13.	<b>County Waste Management Inc</b> 625 Whittier Street Bronx, NY 10474-61
14.	<b>Polar Bear Ice Inc.</b> Rte. 638 Whitewood, VA 24657
15.	<b>The Home City Ice Company</b> 6045 Bridgetown Road # 1 Cincinnati, OH 45248-3049
16.	<b>Microsoft Licensing, GP</b> 6100 Neil Road Reno, NV 89511-1137
17.	<b>Prophet Business Group Ltd.</b> 1-1692 Dublin Avenue Winnipeg MB R3H 1A8
18.	<b>Brains II Canada Inc.</b> 165 Konrad Crescent Markham, ON L3R 9T9
19.	<b>HIGHLINE Corporation</b> 145 Renfrew Drive Suite 210 Markham, ON L3R 9R6
20.	<b>HighJump Software Canada Inc.</b> 60 Bathurst Drive, Unit 9 Waterloo ON N2V 2A9
21.	<b>Quest Software, Inc.</b> 260 King Street East, 4 <sup>th</sup> Floor Toronto, ON M5A 4L5

22.	<b>Quest Software Canada</b> P.O. Box 15252, Station A Toronto, ON M5W 1C1
23.	<b>Citrix Systems Inc.</b> 851 W. Cypress Creek Road Fort Lauderdale, FL 33309
24.	<b>GXS, Inc.</b> 2680 Skymark Ave Ste 500 Mississauga ON L41 516
25.	<b>Intermec Technologies Canada Ltd.</b> 7065 Tranmere Drive Mississauga, ON L5S 1M2
26.	<b>Descartes Systems Group Inc.</b> 120 Randall Drive Waterloo ON N2V 1C6
27.	<b>Solutions@MBAF, LLC</b> 1001 Brickell Bay Drive 12 <sup>th</sup> Floor Miami, FL 33131
28.	<b>OnX Enterprise Solutions Ltd.</b> Jeff Elliott 155 Commerce Valley Drive East Thornhill ON L3T 7T2
29.	<b>SYMANTEC</b> 555 International Way Springfield, OR 97477
30.	<b>Paperless Business Systems</b> 1417 Fourth Avenue, 4 <sup>th</sup> Floor Seattle, WA 98101
31.	<b>CCH Canadian Limited</b> 90 Sheppard Avenue Suite 300 Toronto, OH M2N 6X1
32.	<b>1Sync</b> 7887 Washington Village Dr. Suite 300 Dayton, OH 45459

33.	<b>AppDev Products</b> 10250 Valley View Road, #120 Eden Prairie, MN 55344
34.	<b>GS1 Canada</b> C/O TH 1029 P.O. Box 4283 Postal Station A Toronto, ON M5W 5W6
35.	<b>Iron Mountain Canada Corporation</b> P.O. Box 3527, Station A Toronto, ON M5W 3G4
36.	<b>NOREX</b> 5505 Cottonwood Lane Prior Lake, MN 55372
37.	<b>RAIR</b> 250 Bishop Way Brookfield, WI 53005
38.	<b>Standard Leasing Ltd.</b> 170 Queen St. Chatham, ON N7M 2G8
39.	<b>Milne Office Systems Inc.</b> Unit J 301 Weston Street Winnipeg, MB R3E 3H4
40.	<b>PHSI Pure Water Finance</b> P.O. Box 404582 Atlanta, GA 30384-4582
41.	<b>Smart &amp; Final Stores LLC</b> P.O. Box 512377 Los Angeles, CA 90051-0377
42.	<b>Family Dollar Services, Inc.</b> P.O. Box 1017 Charlotte, NC 28201-1017
43.	<b>Jetro Cash &amp; Carry</b> Restaurant Depot 15-24 132 <sup>nd</sup> Street College Point, NY 11356

44.	<b>Doctors Medical Center of Modesto</b> Warren J. Kirk President and Chief Executive Officer 1441 Florida Avenue Modesto, CA 95350
45.	<b>A&amp;E Television Networks, LLC</b> Attn: Chris Meador, VP Consumer Marketing 235 East 45 <sup>th</sup> Street New York, NY 10017
46.	<b>Vogt Ice, LLC</b> 1815 Shady Oaks Drive Denton, TX 76205
47.	<b>Darlene Panchuk and Clayton Panchuk</b> 2924 Saint James Crescent Regina, SK S4V 2Z1
48.	<b>Lostrock Corp.</b> 345 Renfrew Drive, Unit 1, Main Floor Unionville, ON L3R 9S9
49.	<b>Roynat</b> 700 – 2nd Street S.W. Calgary, Alberta, Canada T2P 2W2
50.	<b>Montreal Trust Company</b> Legal Department 40 <sup>th</sup> King Street West, 8 <sup>th</sup> Floor Toronto, Ontario M5H 1H1
	<b>Names added by McCarthy Tétrault LLP</b>
51.	<b>MCAP Leasing</b> 5575 North Service Road Ste. 300 Burlington, ON L7L 6M1
52.	<b>COMPUTERSHARE TRUST COMPANY OF CANADA</b> 100 University Avenue, 9 <sup>th</sup> Floor, North Tower Toronto, ON M5J 2Y1

53.	<b>CIPF IX GP Inc.</b> Uniform Property Management Services Limited 117 Centrepointhe Drive, Suite 300 Ottawa, Ontario K2G 5X3
54.	<b>Sylvain Cloutier</b> 248, Chemin Lamartine Ouest Stain Eugene, QC G0R 1X0
55.	<b>Flynn Concrete Ready-Mix c/o Dyersville Ready Mix/Bard Materials</b> 2021 325 <sup>th</sup> Street Dyersville, IA 52040
56.	<b>Rohlfing of Brainerd</b> 923 Wright Street Brainerd, MN 56401
57.	<b>CUSTOM TRUCK SALES INC</b> 357 Oakpoint Highway Winnipeg, MB R2R 1T9
58.	<b>CTS Lease &amp; Rental</b> 357 Oakpoint Highway Winnipeg, MB R2R 1T9
59.	<b>PENSKE TRUCK LEASING CANADA INC / LOCATIONS DE CAMIONS PENSKE CANADA INC</b> RT 10 Green Hills, PO Box 791 Reading, PA U.S.A. 19603
60.	<b>Paccar Leasing a Division of Paccar of Canada Ltd.</b> P.O. Box 1518 Bellevue, WA U.S.A. 98009
61.	<b>Key Equipment Finance Canada Ltd.</b> 1111 International Bl Ste 102 Burlington, ON L7L 6W1
62.	<b>INLAND PACLEASE</b> 2482 DOUGLAS ROAD BURNABY, BC V5C 6C9

63.	<b>BNP Paribas (Canada)</b> 155 Wellington Street West Suite 3110 Toronto, ON M5V 3H1
64.	<b>RYDER TRUCK RENTAL CANADA LTD</b> 700 CREDITSTONE ROAD CONCORD, ON L4K 5A5
65.	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF SMALL BUSINESS AND REVENUE (PST-BC/Income Tax)  Revenue Programs Division 3 <sup>rd</sup> Floor, 1802 Douglas Street Victoria, British Columbia V8T 4K6
66.	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF FINANCE (PST-BC/Income Tax)  Consumer Taxation Branch 1 <sup>st</sup> Floor, 1802 Douglas Street Victoria, British Columbia V8T 4K6
67.	RÉGIE DES RENTES DU QUÉBEC DIRECTION DES AFFAIRES JURIDIQUES  2006 boulevard Laurier, bureau 501 Québec G1V 4T3
68.	COMMISSION DE LA SANTÉ ET DE LA SÉCURITÉ AU TRAVAIL  524 rue Bourdage, bureau 304 Québec G1K 7E2
69.	COMMISSION DES NORMES DU TRAVAIL  c/o Me Jean-Guy Lemieux 400, boulevard Jean Lesage Hall S, 7 <sup>e</sup> étage Québec G1K 8W1

70.	<p>THE CITY OF EDMONTON DEPARTMENT OF FINANCE &amp; SUPPLY</p> <p>12<sup>th</sup> Floor, Tower 1, Scotia Place 10060 Jasper Ave. Edmonton, Alberta T5J 3R8</p>
71.	<p>THE CITY OF LETHBRIDGE CITY SOLICITOR</p> <p>910 – 4<sup>th</sup> Ave. South Lethbridge, AB T1J 0P6</p>
72.	<p>MINISTRY OF LABOUR, EMPLOYMENT STANDARDS BRANCH PROVINCIAL CLAIMS CENTRE</p> <p>70 Foster Drive, Suite 410 Sault Ste. Marie, Ontario P6A 6V4</p>
73.	<p>VILLE DE MONTRÉAL - MUNICIPAL TAXES</p> <p>888, boul. De Maisonneuve Est, 5e étage Montréal, QC H2L 4S8</p>