

**SETTLEMENT AGREEMENT**

**1.0 PREAMBLE**

1.1 This settlement agreement (the “*Agreement*”) is made and entered into as of the dates set forth below, individually and on behalf of: (a) the Settlement Class; (b) the Applicants; and (c) the Monitor (as each term is defined below). All monetary amounts described in this Agreement are denominated in United States dollars.

**2.0 DEFINITIONS**

2.1 “*Agreement*” has the meaning ascribed to such term in the preamble.

2.2 “*Applicant-Defendants*” means Arctic Glacier Income Fund, Arctic Glacier Inc., and Arctic Glacier International, Inc.

2.3 “*Applicants*” means collectively: (a) Arctic Glacier Income Fund; (b) Arctic Glacier Inc.; (c) Arctic Glacier International Inc.; (d) Arctic Glacier California Inc.; (e) Arctic Glacier Grayling Inc.; (f) Arctic Glacier Lansing Inc.; (g) Arctic Glacier Michigan Inc.; (h) Arctic Glacier Minnesota Inc.; (i) Arctic Glacier Nebraska Inc.; (j) Arctic Glacier Newburgh Inc.; (k) Arctic Glacier New York Inc.; (l) Arctic Glacier Oregon Inc.; (m) Arctic Glacier Party Time Inc.; (n) Arctic Glacier Pennsylvania Inc.; (o) Arctic Glacier Rochester Inc.; (p) Arctic Glacier Services Inc.; (q) Arctic Glacier Texas Inc.; (r) Arctic Glacier Vernon Inc.; (s) Arctic Glacier Wisconsin Inc.; (t) Diamond Ice Cube Company Inc.; (u) Diamond Newport Corporation; Glacier Ice Company, Inc.; (v) Ice Perfection Systems Inc.; (w) ICEurance Inc.; (x) Jack Frost Ice Service, Inc.; (y) Knowlton Enterprises, Inc.; (z) Mountain Water Ice Company; (aa) R&K Trucking, Inc.; (bb) Winkler Lucas Ice and Fuel Company; (cc) Wonderland Ice, Inc.

2.4 “*Approval*” means the entry of an order or orders of the Canadian Court or the Bankruptcy Court, as the case may be, which orders shall have become Final Orders, authorizing or approving any transaction or action contemplated by this Agreement.

2.5 “*Approved Claimants*” means those Claimants whose Claims are Approved Claims.

2.6 “*Approved Claims*” means, collectively, Approved Household Claims and Approved Excess Claims.

2.7 “*Approved Excess Claims*” means those Claims of Settlement Class Members that have been approved for payment by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement) who (a) submitted a Claim Form by the Submission Deadline, (b) swear under oath that they (i) purchased at retail, (ii) during the Settlement Class Period, (iii) in one of the Claims States, (iv) more than ten bags of packaged ice, and (v) sold indirectly by one of the defendants in the MDL; and (c) submits proof, in form and substance satisfactory to the Claims Administrator, of such purchases of packaged ice exceeding ten bags.

- 2.8 “**Approved Household Claims**” means those Claims of Settlement Class Members that have been approved for payment by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement) who: (a) submitted a Claim Form by the Submission Deadline; and (b) swear under oath that they (i) purchased at retail, (ii) during the Settlement Class Period, (iii) in one of the Claims States, (iv) at least three bags of packaged ice, and (v) sold indirectly by one of the defendants in the MDL.
- 2.9 “**Attorneys’ Fees**” means the amount of attorneys’ fees related to the MDL, the Canadian Proceeding, and the Chapter 15 Cases to be requested by Class Counsel subject to Bankruptcy Court approval in accordance with Section 5.2 of this Agreement.
- 2.10 “**Attorneys’ Costs**” means the documented and/or sworn to amount of costs and expenses related to the MDL, the Canadian Proceeding, and the Chapter 15 Cases to be requested by Class Counsel subject to Bankruptcy Court approval in accordance with Section 5.2 of this Agreement, including, without limitation to, costs incurred by Class Counsel (or its co-counsel) for U.S. and Canadian bankruptcy and insolvency counsel, expert fees, travel, filing fees, transcripts, document hosting, copying and printing, service of process and electronic research.
- 2.11 “**Bankruptcy Code**” means Title 11 of the United States Code, sections 101 *et seq.*
- 2.12 “**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware.
- 2.13 “**Canadian Approval Order**” means an order of the Canadian Court in the form attached as Exhibit A or otherwise in form and substance reasonably acceptable to the Settlement Parties, which shall (a) grant the Chief Process Supervisor the authority to enter into this Agreement subject to Bankruptcy Court Approval, (b) grant the Class Counsel Charge, and (c) provide for other relief to facilitate the implementation of the Settlement.
- 2.14 “**Canadian Court**” means the Manitoba Court of Queen’s Bench of Winnipeg Centre.
- 2.15 “**Canadian Proceeding**” means insolvency proceedings commenced on February 22, 2012, concerning the Applicants and pending before the Canadian Court, File No. CI 12-01 76323.
- 2.16 “**Chief Process Supervisor**” means 70888418 Canada, Inc. (o/a Grandview Advisors).
- 2.17 “**CCAA Vesting Order**” means the *Amended and Restated Canadian Vesting and Approval Order* of the Canadian Court, dated June 21, 2012, as may be amended, extended, or modified.
- 2.18 “**CCAA**” means Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

- 2.19 “**Chapter 15 Cases**” means the proceeding concerning the Applicants, commenced by the Monitor in the Bankruptcy Court, pursuant to chapter 15 of the Bankruptcy Code, which Chapter 15 Cases are being jointly administered by the Bankruptcy Court under Case Number 12-10605.
- 2.20 “**Claim Amount**” means the aggregate amount of all Approved Claims.
- 2.21 “**Claim Form**” means the Claim Form substantially in the form attached hereto as Exhibit E or otherwise in form and substance reasonably acceptable to the Settlement Parties and approved by the Bankruptcy Court.
- 2.22 “**Claim**” means any claim, whether known or unknown, matured or contingent, liquidated or unliquidated, including any and all “claims,” as such term is defined by section 101(5) of the Bankruptcy Code, held by a Settlement Class Member against any of the Applicants arising from or related to the purchase of packaged ice indirectly from a defendant in the MDL in the Claims States during the Settlement Class Period other than for personal injury or property damage.
- 2.23 “**Claimant**” means any Settlement Class Member who submits a valid and timely Claim Form in accordance with the terms and conditions of this Agreement and the U.S. Approval Order, as determined by the Claims Administrator in accordance with the terms of this Agreement and the U.S. Approval Order.
- 2.24 “**Claims Administrator**” means any person or entity to be agreed upon by the Settlement Parties that will perform the duties of, among other things: (a) arranging for publication of the Preliminary Approval Notice and Final Approval Notice; (b) tracking returned Claim Forms and Opt-Out Letters and providing periodic updates to the Settlement Parties; (c) notifying the Settlement Parties of determinations regarding submitted Claim Forms and Opt-Out Letters consistent with this Agreement; and (d) issuing any required tax paperwork.
- 2.25 “**Claims Officer Order**” means the *Order* of the Canadian Court, dated March 7, 2013, as may be amended, extended, or modified.
- 2.26 “**Claims Officer Recognition Order**” means the Bankruptcy Court’s Order, dated May 7, 2013, as may be amended, extended, or modified, which recognized and gave full force and effect in the United States to the Claims Officer Order.
- 2.27 “**Claims Procedure Order**” means the *Claims Procedure Order* of the Canadian Court, dated September 5, 2012, as may be amended, extended, or modified.
- 2.28 “**Claims Procedure Recognition Order**” means the Bankruptcy Court’s Order, dated September 14, 2012, as may be amended, extended, or modified, which recognized and gave full force and effect in the United States to the Claims Procedure Order.
- 2.29 “**Claims States**” means the following 16 states: (a) Arizona; (b) California; (c) Iowa; (d) Kansas; (e) Maine; (f) Massachusetts; (g) Michigan; (h) Minnesota; (i) Mississippi;

- (j) Nebraska; (k) Nevada; (l) New Mexico; (m) New York; (n) North Carolina; (o) Tennessee; and (p) Wisconsin.
- 2.30 “**Class Counsel Charge**” means that certain charge to be sought from the Canadian Court in the Canadian Approval Order in favor of Class Counsel in the amount of \$200,000.
- 2.31 “**Class Counsel**” means Wild Law Group PLLC.
- 2.32 “**Distribution Order**” means any order of the Canadian Court concerning the distribution of the Applicants’ assets, including amounts currently held by the Monitor, to those persons or entities entitled to receive a share thereof, including, without implied limitation, the holders of Approved Claims.
- 2.33 “**Exculpated Parties**” means, collectively: (a) the Applicants and their respective directors, officers, employees, counsel, financial advisors, the Chief Process Supervisor, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such; and (b) the Monitor and its directors, officers, employees, counsel, financial advisors, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such.
- 2.34 “**Execution**” refers to the signing of this Agreement by all signatories hereto.
- 2.35 “**Final Approval Notice**” means the Claim Form as published, distributed, and/or otherwise made available by the Claims Administrator to Settlement Class Members known to Class Counsel in accordance with the terms of this Agreement.
- 2.36 “**Final Order**” means an order as to which the time to file an appeal, a motion for leave to appeal, a motion for reconsideration, or a petition for writ of certiorari has expired and no such appeal, motion, or petition is pending; or, if appealable, not subject to any stay in implementation pending appeal.
- 2.37 “**Incentive Awards**” means the awards requested by Class Counsel for any Named Plaintiff, as the Bankruptcy Court may approve.
- 2.38 “**Initial Order**” means the initial order of the Canadian Court, dated February 22, 2012, as may be amended, extended, or modified.
- 2.39 “**IPPs**” means the putative class of indirect purchasers who filed suits that were consolidated in the MDL.
- 2.40 “**Maximum Settlement Amount Reserve**” means the non-segregated reserve established and maintained by the Monitor, consisting of cash in the amount of the Maximum Settlement Amount, for the purpose of satisfying the cash distributions contemplated by this Agreement. The Class Counsel Charge is in addition to, and not included in, the Maximum Settlement Amount Reserve.
- 2.41 “**Maximum Settlement Amount**” means \$3,950,000.

- 2.42 “**MDL**” means the multidistrict litigation captioned *In re Packaged Ice Antitrust Litig.*, No. 08-md-1952 (E.D. Mich.).
- 2.43 “**Monitor**” means Alvarez & Marsal Canada Inc., in its capacity as the Canadian Court-appointed Monitor and authorized “foreign representative” of the Applicants.
- 2.44 “**Named Plaintiffs**” means, collectively, Lawrence J. Acker, Rich Aust, Brian W. Buttars, Nathan Croom, Robert DeLoss, James Feeney, Lehoma Goode, Ian Groves, Beverly Herron, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Karen Prentice, Brian Rogers, Patrick Simasko, John Spellmeyer, Wilton E. Spencer, Jr., Wayne Stanford, Joe Sweeney, and Samuel Winnig.
- 2.45 “**Net Settlement Amount**” means the lesser of: (a) the Maximum Settlement Amount less the sum of (i) the Attorneys’ Fees and Attorneys’ Costs, (ii) the Notice and Administration Costs, and (iii) the Incentive Awards; and (b) the Claim Amount. In the event that a Distribution Order provides for a distribution in an amount less than the par value to a holder of a claim against one or more of the Applicants that is similarly situated in terms of priority of distribution to any Approved Claim, the Net Settlement Amount described in clause (a) or (b) hereof, as applicable, shall be reduced proportionately with respect to such Distribution Order.
- 2.46 “**Notice and Administration Costs**” means all reasonable and documented fees and expenses (other than Attorneys’ Costs), including the reasonable fees and expenses of the Claims Administrator incurred in connection with this Agreement.
- 2.47 “**Opt-Out Letter**” refers to a written request to opt-out or exclude oneself from the Settlement sent by any Settlement Class Member who elects to be excluded from the Settlement Class.
- 2.48 “**Payment Trigger Date**” means the day on which all conditions to the Payment Trigger Date set forth in Section 8.2 of this Agreement have been satisfied or waived.
- 2.49 “**Payment Date**” shall have the meaning ascribed to such term in Section 8.1 of this Agreement.
- 2.50 “**Preliminary Approval Notice**” means the notice, substantially in the form attached hereto as Exhibit D or otherwise in form and substance reasonably acceptable to the Settlement Parties and approved by the Bankruptcy Court, to be published by the Claims Administrator in *Parade Magazine* and *USA Today*, and transmitted electronically or mailed to any Settlement Class Members known to Class Counsel, that, among other things: (a) describes and summarizes the terms and conditions of the Settlement and the Agreement, including the releases; (b) sets forth the proposed Attorneys’ Fees and Attorneys’ Costs; (c) sets forth the hearing dates and deadlines to opt out of the Settlement Class or to object to the Bankruptcy Court’s Approval of this Agreement; and (d) sets forth the procedures for submission of objections and the Opt-Out Letter.
- 2.51 “**Preliminary Approval Order**” shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

- 2.52 “**Proof of Claim**” shall have the meaning ascribed to such term in Section 3.9 of this Agreement.
- 2.53 “**Released Claims**” shall have the meaning ascribed to such term in Section 9.1 of this Agreement.
- 2.54 “**Released Parties**” or “**Released Party**” means the Applicants, the Chief Process Supervisor, the Monitor, and any of their respective current or former direct or indirect subsidiaries, parent entities, affiliates, predecessors, insurers, agents, counsel, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders, including without implied limitation Frank Larson, Keith Corbin, and Gary Cooley, including their respective pension, profit sharing, savings, health, and other employee benefit plans, or personal or other assets of any nature, and those plans’ respective trustees, administrators, and fiduciaries. For the sake of clarity, The Home City Ice Company, Reddy Ice Corporation, and Reddy Ice Holdings Inc. are not Released Parties.
- 2.55 “**Releasing Settlement Class Members**” has the meaning ascribed to such term in Section 9.1 of this Agreement.
- 2.56 “**Settlement Class Member**” means any member of the Settlement Class.
- 2.57 “**Settlement Class Period**” means the period of time from January 1, 2001 through and including March 6, 2008.
- 2.58 “**Settlement Class**” means the class to be certified by order of the Bankruptcy Court for settlement purposes in accordance with this Agreement and shall consist of all purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Applicants, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Applicants or their former employees in the MDL; provided, however, that the Settlement Class shall not include any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants’ alleged co-conspirators, and the Released Parties.
- 2.59 “**Settlement Parties**” means the Monitor, the Applicants, and Class Counsel on behalf of the proposed Settlement Class.
- 2.60 “**Settlement**” means the compromise and settlement of the Proof of Claim (including any other claim asserted by the Settlement Class against any of the Applicant-Defendants or their former employees in the MDL) as contemplated by this Agreement.
- 2.61 “**Submission Deadline**” means the date that is sixty (60) days from the date on which the Final Approval Notice is published or such other date as may be set by the Bankruptcy Court.

- 2.62 “**U.S. Approval Order**” means an order of the Bankruptcy Court in the form attached as Exhibit C or otherwise in form and substance reasonably acceptable to the Settlement Parties approving, on a final basis, each of the transactions contemplated by this Agreement.
- 2.63 “**U.S. Sale Order**” means the Bankruptcy Court’s *Order Pursuant to Sections 105(a), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014 (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief*, dated July 17, 2012, as may be amended, extended or modified.

### **3.0 RECITALS**

- 3.1 In 2008 and thereafter, various putative class actions brought on behalf of the Named Plaintiffs against the Applicant-Defendants, as well as other defendants, were consolidated for pre-trial purposes in the MDL.
- 3.2 On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the “**MDL Court**”), appointed Matthew S. Wild and Max Wild interim lead counsel for the IPPs and appointed John M. Perrin liaison counsel for that putative class.
- 3.3 On February 22, 2012, the Applicants commenced the Canadian Proceeding, and the Canadian Court entered the Initial Order, pursuant to the CCAA, providing various forms of relief thereunder, including the appointment of the Monitor.
- 3.4 On March 16, 2012, the Bankruptcy Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief*, pursuant to which the Bankruptcy Court recognized the Monitor as the “foreign representative” of the Applicants and granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, thereby extending during the pendency of these Chapter 15 Cases a stay of all proceedings, including the MDL, against or concerning property of the Applicants located within the territorial jurisdiction of the United States and its current and former officers, directors and employees.
- 3.5 Subsequent to the commencement of the Canadian Proceeding and the Chapter 15 Cases, Class Counsel was concerned that Canadian law appeared to preclude class action treatment of its claims against the Applicant-Defendants in the MDL as part of the Canadian Proceeding. As such, the Applicants and Class Counsel agreed to a novel approach: that the claims against the Applicant-Defendants in the MDL could be pursued under United States law before a United States lawyer who would decide the claim under United States law. The Canadian Court agreed that such a lawyer, experienced in United States antitrust and class-action law, would be appointed as “Special Claims Officer” to hear and decide such claims. This approach preserved the IPPs’ rights to establish their

- claims in the Canadian Proceeding, which led to the Settlement embodied in this Agreement.
- 3.6 On June 21, 2012, the Canadian Court entered the CCAA Vesting Order, pursuant to which the Canadian Court authorized and approved a sale of substantially all of the Applicants' assets free and clear of all Claims and Encumbrances (as defined in the CCAA Vesting Order) to the Purchaser (as defined in the CCAA Vesting Order). On July 17, 2012, the Bankruptcy Court entered the U.S. Sale Order recognizing and giving full force and effect in the United States to the CCAA Vesting Order.
  - 3.7 On September 5, 2012, the Canadian Court entered the Claims Procedure Order (a) establishing procedures for the submission of claims against the Applicants and their directors, officers, and trustees, and (b) setting a bar date for the filing of such claims of October 31, 2012. On September 14, 2012, the Bankruptcy Court entered the Claims Procedure Recognition Order.
  - 3.8 On March 7, 2013, the Canadian Court entered the Claims Officer Order, which, among other things, supplemented the Claims Procedure Order by empowering the Claims Officers (as defined in the Claims Officer Order) with the authority to adjudicate and determine questions of fact and law concerning the validity and value of disputed claims that cannot be resolved consensually. On May 7, 2013, the Bankruptcy Court entered the Claims Officer Recognition Order.
  - 3.9 The Monitor has received a timely proof of claim dated November 5, 2012 submitted by Class Counsel on behalf of the IPPs (together with the Notice of Dispute described in Section 3.12 hereof, the "***Proof of Claim***"), which asserts an unsecured claim in the estimated amount of "at least \$463,577,602" against the Applicant-Defendants.
  - 3.10 In accordance with the Claims Procedure Order, the Monitor issued a comprehensive Notice of Revision or Disallowance (as defined in the Claims Procedure Order), dated January 24, 2013, which disallowed the Proof of Claim in its entirety.
  - 3.11 On January 30–31, 2013, the Settlement Parties participated in a mediation with Justice George Adams, one of Canada's preeminent mediators. This Settlement has resulted from arms-length, good-faith negotiations that began with the January 2013 mediation.
  - 3.12 The Monitor received a timely Notice of Dispute (as such term is defined in the Claims Procedure Order) from Class Counsel on behalf of the IPPs on March 4, 2013.
  - 3.13 The Applicants and the Monitor, despite their belief that the claims asserted in the MDL and the Proof of Claim are meritless and that neither the Applicant-Defendants nor any of the Applicants have any liability of any kind to the Named Plaintiffs or to the members of the class or classes, including, without implied limitation, the Settlement Class the Named Plaintiffs purport to represent, have nevertheless agreed to enter into this Agreement to avoid risk of litigation, further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to resolve the Proof of Claim and facilitate the ultimate resolution of the Canadian Proceeding and the Chapter 15 Cases and the distribution of amounts currently being held by the Monitor on behalf of the Applicants.



- 3.14 Class Counsel has conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Proof of Claim, including analysis of evidence adduced during its investigation and through certain discovery and of the applicable law with respect to the claims asserted against the Applicant-Defendants, as well as the potential defenses thereto.
- 3.15 Based upon its investigation, and the circumstances surrounding the MDL and the Canadian Proceeding, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the Named Plaintiffs and the Settlement Class Members, and in their best interests, and has agreed to settle the Claims set out in the Proof of Claim pursuant to the terms and provisions of this Agreement, after considering (a) the benefits that the Named Plaintiffs and the Settlement Class Members will receive from the resolution of the Proof of Claim as against the Applicant-Defendants, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Agreement.

#### **4.0 PRELIMINARY APPROVAL**

- 4.1 As soon as practicable after the Canadian Court's entry of the Canadian Approval Order and execution of this Agreement by each of the Settlement Parties, the Monitor, the Applicants, and Class Counsel shall file a joint motion with the Bankruptcy Court requesting entry of an order, in the form attached as Exhibit B or otherwise in form and substance reasonably acceptable to the Settlement Parties (the "**Preliminary Approval Order**"): (a) recognizing the Canadian Approval Order, (b) incorporating Bankruptcy Rule 7023 pursuant to Bankruptcy Rule 9014 into the Chapter 15 Proceeding to consider the Settlement; (c) scheduling a hearing to consider (i) whether the Settlement is fair, reasonable and adequate as to the Settlement Class, and (ii) approval of the Agreement under sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019; (d) approving forms of notice and manner of service and/or publication of the Preliminary Approval Notice; (e) approving Class Counsel as counsel for the Settlement Class; (f) certifying the Settlement Class as a conditional settlement class pursuant to Bankruptcy Rule 7023; (g) approving the procedures for submission of Opt-Out Letters and/or objections; (h) approving the Claim Form; and (i) approving the engagement of the Claims Administrator.

#### **5.0 TERMS OF SETTLEMENT**

- 5.1 Subject to entry of the U.S. Approval Order, and the other terms and conditions of this Agreement, the Settlement Parties agree that in consideration for the settlement of the Proof of Claim in accordance with this Agreement, any and all Claims of the Settlement Class against the Applicants and the Monitor, and the dismissal with prejudice of the MDL against the Applicants and all former employees of the Applicants, (a) the Proof of Claim shall be deemed to be reduced and allowed as a Proven Claim (as defined in the Claims Procedure Order) in an unliquidated amount not to exceed the Maximum Settlement Amount; and (b) the Settlement Parties shall seek the Class Counsel Charge from the Canadian Court. Only the Net Settlement Amount shall be available for distribution to holders of Approved Claims.

5.1.1 Only holders of Approved Claims shall be entitled to receive a share of the Net Settlement Amount. The Net Settlement Amount shall be allocated as set forth below:

- (i) A holder of an Approved Household Claim will receive a cash distribution in the amount of \$6.00.
- (ii) A holder of an Approved Excess Claim will receive a cash distribution in the amount of \$6.00 for the first ten bags and an additional cash distribution in the amount of \$0.60 per bag thereafter.
- (iii) Class Counsel may request, and the Monitor and the Applicants shall not oppose such request, that, subject to the Bankruptcy Court's approval, each Named Plaintiff be paid an Incentive Award of \$1,000. The Incentive Awards shall be included as part of the Maximum Settlement Amount.
- (iv) If the total amount claimed pursuant to Sections 5.1.1(i), (ii), and (iii) above exceeds the Net Settlement Amount, the Approved Claims will be paid from the Net Settlement Amount on a pro rata basis per bag of ice claimed.

5.2 Class Counsel may apply to the Bankruptcy Court for an award of the Attorneys' Fees and/or Attorneys' Costs. The motion to consider the Bankruptcy Court's approval of the award of the Attorneys' Fees and/or Attorneys' Costs shall be returnable on the same date as the motion to consider the Bankruptcy Court's entry of the U.S. Approval Order. The Applicants and the Monitor agree not to oppose Class Counsel's application for an award of Attorneys' Fees in an amount equal to 33 and 1/3% or less of the Maximum Settlement Amount, plus Attorneys' Costs not to exceed \$350,000. The Monitor and the Applicants shall not oppose any request of Class Counsel that (a) it be paid the approved Attorneys' Fees and Attorneys' Costs and (b) the Incentive Awards be paid, both as soon as practicable after the date on which each of the U.S. Approval Order, the Distribution Order, and the order approving Class Counsel's application for Attorneys' Fees, Attorneys' Costs, and Incentive Awards become a Final Order.

5.2.1 The Parties agree that the Bankruptcy Court's approval of any request for Attorneys' Fees, Attorneys' Costs, or Incentive Awards (or the Canadian Court's approval of the Class Counsel Charge and the Bankruptcy Court's recognition thereof) is not a condition precedent or subsequent to this Agreement, which shall be subject to implementation in accordance with this Agreement independent of all other transactions contemplated hereby, and is to be considered by the Bankruptcy Court separately from the fairness, reasonableness, adequacy, and good faith of this Agreement. Any order or proceeding relating to the application by Class Counsel of an award for Attorneys' Fees and Attorneys' Costs or for Incentive Awards shall not operate to terminate, cancel, or otherwise affect the enforceability of this Agreement.

- 5.2.2 Class Counsel agree that they are responsible for allocating the approved Attorneys' Fees and Attorneys' Costs among themselves and any other counsel that may have any other agreement with them. If a lien is asserted, the Monitor will tender the Attorneys' Fees and Attorneys' Costs award to the Bankruptcy Court and shall thereafter be released from any liability, claim, and/or obligation related to those payments. Class Counsel warrant and represent that there are no liens on the amounts to be paid for Attorneys' Fees and Attorneys' Costs pursuant to the terms of this Agreement and that no assignments of the Attorneys' Fees and Attorneys' Costs to be paid pursuant to this Agreement have been made or attempted. Class Counsel agree to defend, indemnify and hold harmless the Applicants and the Monitor from any liability resulting from a breach of these representations and/or any lien or assignment.
- 5.3 The Claims Administrator shall be engaged to perform, among other tasks, the duties described in Section 2.24 of this Agreement. The Monitor shall pay the Notice and Administration Costs from the Maximum Settlement Amount Reserve to the Claims Administrator.
- 5.3.1 Payments to the Claims Administrator for Notice and Administration Costs shall be made from the Maximum Settlement Amount Reserve on or before fifteen (15) days of submission of an invoice and any requested or required documentation to the Monitor, provided that the Monitor does not dispute the reasonableness of any of the requested Notice and Administration Costs.
- 5.3.1.1 In the event the Payment Date does not occur, any Notice and Administration Costs already incurred by the Claims Administrator may be paid in accordance with Section 5.3.1 of this Agreement.
- 5.3.1.2 Any dispute relating to the Claims Administrator's performance of its duties under this Agreement may be referred to the Bankruptcy Court if it cannot be resolved consensually by the Settlement Parties and the Claims Administrator.
- 5.3.1.3 The Claim Administrator shall regularly and accurately report to the Settlement Parties, in written form when requested, on the substance of the work performed.
- 5.3.2 Each recipient of any monies paid pursuant to this Agreement shall be responsible for any taxes associated with the monies received by each respective recipient.
- 5.3.3 The payments made on account of Approved Claims pursuant to this Agreement are being made for settlement purposes only and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

5.3.4 Class Counsel shall defend, indemnify and hold harmless the Monitor and the Applicants from any and all liabilities, claims, obligations, causes of action, or other debts for taxes, fees, costs and/or assessments resulting from or related to Class Counsel's failure to timely pay taxes, interest, fees or penalties owed by it.

## **6.0 NOTICES REGARDING SETTLEMENT, CLAIM FORMS, AND OPT-OUT**

6.1 The Claims Administrator shall cause the Preliminary Approval Notice and the Final Approval Notice to be published in *Parade Magazine* and *USA Today* in accordance with the Preliminary Approval Order and the U.S. Approval Order.

6.2 The Settlement Parties agree that the Preliminary Approval Notice shall include a statement that Settlement Class Members may opt out of the Settlement but may not be able to proceed individually against the Applicants absent having filed a claim in accordance, and otherwise having complied in all other respects, with the Claims Procedure Order, absent a further order of the Canadian Court.

6.3 The Preliminary Approval Notice, the Final Approval Notice, and other materials (if any) as agreed to by the Settlement Parties and approved by the Bankruptcy Court shall also be available on a website to be set up by the Claims Administrator, on the website of Class Counsel, and on the Monitor's website. Settlement Class Members shall be able to access the settlement documents and download a copy of the Claim Form from the websites, which the Settlement Class Member can then send to the Claims Administrator prior to the Submission Deadline.

## **7.0 CLAIMS SUBMISSION, AUDIT AND CHALLENGE, AND DISTRIBUTIONS**

7.1 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of the following procedures governing the submission of Claim Forms.

7.1.1 Settlement Class Members must submit their completed Claim Form to the Claims Administrator on or before the Submission Deadline. Settlement Class Members that fail to submit a completed Claim Form on or before the Submission Deadline shall be forever barred, estopped, and enjoined from asserting any Claim against the Maximum Settlement Amount Reserve, and the Monitor, the Applicants, and their respective property shall be forever discharged and released from any and all indebtedness or liability with respect to such Claim.

7.1.2 All Claim Forms shall be transmitted to the Claims Administrator in a manner to be provided by the Claims Administrator.

7.1.3 The Claim Forms shall be executed under penalty of perjury in accordance with 11 U.S.C. §§ 152 and 3571.

7.1.4 Each Settlement Class Member may only submit one Claim Form and only one Claim Form may be submitted per household. Submission of more than one

Claim Form per person and/or household shall render the second, and any subsequent, Claim Form invalid.

- 7.1.5 Each Settlement Class Member who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Bankruptcy Court for the purposes of its Claim.
- 7.1.6 The Claims Administrator shall only accept Claim Forms sent by mail, hand delivery, facsimile, telecopy, electronic mail transmission or other electronic means. The Claims Administrator shall not accept or honor any Claim Forms that are not postmarked or delivered (if by means other than mail) by a date that is on or before the Submission Deadline.
- 7.1.7 If a Settlement Class Member mistakenly transmits a Claim Form to Class Counsel on or prior to the Submission Deadline, Class Counsel shall promptly forward such Claim Form to the Claims Administrator, and such Claim Form shall be considered timely by the Claims Administrator.
- 7.1.8 No Settlement Class Member may submit an Opt-Out Letter and a Claim Form, and if a Settlement Class Member submits both an Opt-Out Letter and a Claim Form, the Claim Form will govern.
- 7.1.9 The Claims Administrator shall provide a Settlement Class Member with a reasonable opportunity to correct an incomplete Claim Form. The Claim of any Settlement Class Member who, despite such opportunity, fails to correct an incomplete Claim Form will be invalid and such Settlement Class Member shall be forever barred, estopped, and enjoined from asserting such claim against the Maximum Settlement Amount Reserve, and the Monitor, the Applicants, and their respective property shall be forever discharged and released from any and all indebtedness or liability with respect to such Claim.
- 7.1.10 The Claims Administrator shall set up a toll free number to respond to inquiries from Settlement Class Members, and to provide a mechanism by which Settlement Class Members can verify that the Claims Administrator has received a particular Claim Form.
- 7.1.11 Within ten (10) days after the Submission Deadline, the Claims Administrator shall provide a spreadsheet to the Settlement Parties that contains information sufficient to determine: (a) which Claimants submitted a Claim Form; (b) which submitted Claim Forms are valid and timely and which are not; (c) which Claims the Claims Administrator proposes to treat as Approved Claims; (d) the amount proposed to be paid to each Approved Claimant; and (e) which Claim Forms the Claims Administrator has denied and the reasons for the denial.
- 7.1.12 The Claims Administrator shall retain all Claim Forms (including, as applicable, the envelopes with the postmarks) received from Claimants, and shall make copies or the originals available to Class Counsel, the Monitor, and/or the Applicants upon request.

- 7.2 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of audit and challenge procedures regarding the Claims Administrator's determination concerning the allowability of any Claim.
- 7.2.1 The Settlement Parties shall each have the right to audit the information provided in the Claim Forms submitted by each Claimant who submits a Claim or Claims in excess of \$50.00, and to challenge the Claims Administrator's determinations regarding, among other things, approval or denial of each such Claim Form and the amount the Claims Administrator proposes to pay to each such holder of an Approved Claim. If applicable, the Settlement Party requesting the audit shall bear the cost of such audit.
- 7.2.2 Within fourteen (14) days of having received the Claim Forms and the spreadsheet referenced in Section 7.1.11 of this Agreement from the Claims Administrator, the Settlement Parties shall meet and confer regarding any issues that the Monitor, the Applicants, or Class Counsel believe need to be raised with the Claims Administrator. The Settlement Parties agree to use good-faith efforts to resolve any disputes. If Class Counsel and counsel for the Applicants and for the Monitor cannot resolve these issues within twenty (20) days of having received the spreadsheet contemplated by Section 7.1.11 of this Agreement from the Claims Administrator, then Class Counsel, the Applicants, and/or the Monitor may provide written notice of their intent to audit the Claims Administrator's determinations with respect to a particular Claim or Claims.
- 7.2.3 Audits shall be presented to the Claims Administrator. Subject to Section 5.3.1.2 of this Agreement, the decision of the Claims Administrator shall be final.
- 7.2.4 Class Counsel, the Applicants, and/or the Monitor may invoke their audit rights under this Agreement by providing written notice to each other and to the Claims Administrator. The notice shall identify the Claim or Claims that are the subject of the audit, and may be accompanied by supporting papers of no more than two (2) pages (excluding exhibits) for each Claim being audited.
- 7.2.5 Within fourteen (14) days of receipt of the notice and supporting papers, the non-auditing party may submit a written response of no more than two (2) pages (excluding exhibits) for each Claim being audited.
- 7.2.6 The Claims Administrator shall decide any audits presented to them within ten (10) days of final submission.
- 7.2.7 The time periods and page limits set forth in this Section 7 may be extended by agreement of the Settlement Parties without further order of the Canadian Court or of the Bankruptcy Court.
- 7.2.8 Notice of audits, any paperwork submitted in support of, or in response to, any audit, and any decision by the Claims Administrator shall be served by email or United States Mail.

- 7.2.9 Funds identified to be paid to any Settlement Class Member whose Claim has been audited shall not be paid until the Claims Administrator has decided the audit in question pursuant to Section 7.2.6 of this Agreement.
- 7.3 The Settlement Parties agree to use reasonable best efforts to obtain the Bankruptcy Court's approval of the following procedures concerning the distribution of the Net Settlement Amount to holders of Approved Claims.
- 7.3.1 The amount of the Net Settlement Amount that an Approved Claimant is eligible to receive under this Settlement on account of an Approved Claim shall be determined by the Claims Administrator in accordance with Section 5.1.1 of this Agreement.
- 7.3.2 All distributions to Approved Claimants under this Agreement un-cashed for a period of one hundred twenty (120) days after distribution thereof shall be deemed unclaimed property and any entitlement of any Approved Claimant to such distributions shall be extinguished and forever barred. All such unclaimed property shall escheat in accordance with applicable law.

## **8.0 CONDITIONS TO PAYMENT TRIGGER DATE**

- 8.1 As soon as reasonably practicable after the occurrence of the Payment Trigger Date, the Settlement Parties shall confer and select a business day (the "**Payment Date**") on which the Monitor shall (a) distribute the Net Settlement Amount to the Claims Administrator for ultimate distribution to the holders of Approved Claims in accordance with Section 5.1.1 of this Agreement, and (b) pay the amount secured by the Class Counsel Charge to Class Counsel. Any amounts in the Maximum Settlement Amount Reserve not disbursed in accordance with this Agreement shall be retained by the Monitor for distribution in accordance with a Distribution Order.
- 8.2 The occurrence of the Payment Trigger Date is subject to:
- (i) The Canadian Approval Order shall have been entered and shall have become a Final Order;
  - (ii) The Preliminary Approval Order shall have been entered and shall have become a Final Order;
  - (iii) The U.S. Approval Order shall have been entered and shall have become a Final Order;
  - (iv) All Claims of Settlement Class Members who submitted Claim Forms have been resolved by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of this Agreement);

- (v) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicants, concerning the Claim Amount; and
- (vi) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

8.3 With the exception of the condition set forth in Section 8.2(vi), which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part, without notice and a hearing, by the Settlement Parties. The failure of any Settlement Party to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

## **9.0 COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL**

9.1 Upon the Payment Date, for good and valuable consideration set forth in this Agreement, the receipt and sufficiency (as applicable) of which is hereby acknowledged, regardless of whether they are entitled to participate for any reason expressed or contemplated by this Agreement in the distribution of the Net Settlement Proceeds, the Named Plaintiffs, Class Counsel, and the Settlement Class Members, other than those who submit timely and valid Opt-Out Letters (collectively, the “**Releasing Settlement Class Members**”), shall irrevocably and permanently release and shall be deemed to have forever released, waived, and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities, including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of (a) the facts and circumstances relating to the MDL and/or the Proof of Claim, (b) the Applicants commencing the Canadian Proceeding or the Chapter 15 Cases, or (c) the Agreement being consummated, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Payment Date in any way relating to any Released Party arising out of or related to clauses (a) through (c) immediately above, including, without implied limitation, all claims for attorneys’ fees and costs incurred by Releasing Settlement Class Members and by Class Counsel in connection with the MDL and the Proof of Claim, and the settlement thereof (collectively, the “**Released Claims**”). For the sake of clarity, the Released Claims shall not include claims for the purchase of packaged ice directly from one or more of the defendants in the MDL, personal injury or property damage. The Releasing Settlement Class Members specifically acknowledge that this Release reflects a compromise of disputed claims.

9.2 In exchange for the good and valuable consideration set forth herein, the Releasing Settlement Class Members waive any and all rights or benefits that they as individuals or the classes may now have in connection with the Released Claims under the terms of Section 1542(a) of the California Civil Code (or similar statute or common law rule in effect in any other jurisdiction), which provides as follows:



A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.

- 9.3 None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of this Agreement, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.

## **10.0 MUTUAL FULL COOPERATION**

- 10.1 Upon the terms and subject to the conditions set forth in this Agreement, each of the Settlement Parties agrees promptly to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.
- 10.2 Subject to Section 7.2.7 of this Agreement, if Class Counsel, the Monitor, or the Applicants cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Bankruptcy Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by another Settlement Party.

## **11.0 STATEMENT OF NO ADMISSION**

- 11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of the Applicants, and the Applicants deny any and all liability. Nor shall this Agreement constitute an admission by the Applicants as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the MDL or the Proof of Claim. Likewise, nothing in this agreement shall be construed or deemed an admission by Class Counsel with regards to the validity of any of the Applicants' defenses or affirmative defenses. Each of the Settlement Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconvenience, and expenses.
- 11.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative,

investigative, or other court, tribunal, forum, or proceeding, or other litigation for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

- 11.3 The Claim Forms, Opt-Out Letters, the calculations by the Claims Administrator, and any other evidence produced or created by any Settlement Class Member in connection with the claims resolutions procedures pursuant to this Settlement, and any actions taken by the Monitor and/or the Applicants in response to such Claim Forms, Opt-Out Letters, the calculations by the Claims Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by the Monitor or the Applicants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
- 11.4 In the event that this Agreement is not approved by the Bankruptcy Court, or otherwise fails to become effective and enforceable, or is terminated or voided, neither the Applicants nor the Monitor shall be deemed to have waived, limited, or affected in any way any of their respective objections or defenses to the Proof of Claim. Nor shall Class Counsel be deemed to have waived, limited, or adversely affected in any way its Proof of Claim or its objection to the merit of the opposition thereto.

## **12.0 VOIDING OF OR WITHDRAWAL FROM THE AGREEMENT**

- 12.1 The Settlement Parties shall each have the option to withdraw from this Agreement and declare this Agreement null and void if: (a) the Settlement is construed by any Settlement Party or any court or tribunal of competent jurisdiction (including the Canadian Court or the Bankruptcy Court) in a fashion that would require the Monitor or the Claims Administrator to pay or reserve more than the Maximum Settlement Amount; or (b) any court or tribunal of competent jurisdiction (including the Canadian Court or the Bankruptcy Court) enters any order or decree inconsistent with any of the material terms of this Agreement. Any order respecting Class Counsel's requested Attorneys' Fees and Attorneys' Costs, the Class Counsel Charge, Notice and Administration Costs, or Incentive Awards shall not be a basis for Class Counsel to withdraw. The withdrawing party shall provide notice to the other Settlement Parties that it is exercising its right to withdraw from this Agreement within fourteen (14) days of actual knowledge of an event which triggers its right to withdraw.
- 12.2 In the event that (a) the Preliminary Approval Order is not entered; (b) Approval of this Agreement is not granted, (c) any of the Settlement Parties withdraws from this Agreement pursuant to Section 12.1 hereof, or (d) this Agreement is terminated for any reason prior to substantial consummation of the transactions contemplated hereby, neither the Agreement, nor any documents related to this Settlement or negotiations leading to the Settlement, shall have any probative value and may not be used or referred to as evidence for any purpose. The Settlement Parties shall each have such rights as existed before their execution of this Agreement.
- 12.3 Should the Bankruptcy Court (or the Canadian Court, as applicable) decline to approve this Agreement in any material respect, except for approval of the award of Class

Counsel's Attorney Fees and Costs, Notice and Administration Costs, the Class Counsel Charge, or any Incentive Award, neither the Monitor nor the Claims Administrator shall have any obligation to make any payment under this Agreement, and in the event that any party has made any such payment, such monies shall be returned promptly to the Monitor (minus any Notice and Administration Costs already reasonably incurred by the Claims Administrator).

**13.0 PARTIES' AUTHORITY**

13.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Settlement Parties to its terms and conditions.

**14.0 NO PRIOR ASSIGNMENTS**

14.1 The Settlement Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

**15.0 NOTICES**

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (a) the date given, if given by hand delivery; (b) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (c) the third business day after mailing by United States registered or certified mail, return receipt requested. All notices given or permitted under this Agreement shall be addressed as follows, or to such other addresses as any Settlement Party may give notice:

15.1.1 To the Settlement Class:

Wild Law Group PLLC  
121 Reynolda Village, Suite M  
Winston-Salem, North Carolina 27106  
Attn: Matthew S. Wild

- with copies to -

Wild Law Group PLLC  
98 Distillery Road  
Warwick, New York 10990  
Attn: Max Wild

- and -

Wild Law Group PLLC  
319 N. Gratiot Avenue

Mt. Clemens, Michigan 48043  
Attn: John M. Perrin

15.1.2 To the Applicants:

Jones Day  
77 West Wacker Drive, Suite 3500  
Chicago, Illinois 60601  
Attn: Paula W. Render

- with copies to -

McCarthy Tetrault LLP  
TD Bank Tower, Suite 5300  
Box 48  
66 Wellington Street West  
Toronto, Ontario, Canada M5K 1E6  
Attn: Kevin P. McElcheran

15.1.3 To the Monitor:

Alvarez & Marsal Canada Inc.  
200 Bay Street, Suite 2900  
Toronto, Ontario, Canada M5J 2J1  
Attn: Richard Morawetz & Melanie MacKenzie

- with copies to -

Osler, Hoskin & Harcourt LLP  
100 King Street West, Suite 6100, P.O. Box 50  
Toronto, Ontario, Canada M5X 1B8  
Attn: Marc Wasserman & Jeremy Dacks

- and -

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019  
Attn: Marc Abrams, Mary K. Warren & Jeffery Korn

- and -

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Attn: Matthew B. Lunn

## **16.0 DOCUMENTS AND DISCOVERY**

- 16.1 Subject to any order made in the MDL, within sixty (60) days after the later of the Payment Trigger Date or the final resolution of the MDL, Class Counsel shall take steps necessary to destroy or erase all documents and data produced in connection with the MDL and the Proof of Claim and which are currently in Class Counsel's possession, custody or control, including documents and data in the possession, custody or control of their retained experts and consultants. Class Counsel shall certify to the Monitor their good faith efforts to comply with this provision.

## **17.0 MISCELLANEOUS PROVISIONS**

- 17.1 Construction. The Settlement Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Settlement Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.
- 17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.
- 17.3 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by the Settlement Parties and approved by the Canadian Court and the Bankruptcy Court. This Settlement may not be discharged except by performance in accordance with its terms or by an order of the Canadian Court and the Bankruptcy Court.
- 17.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Proof of Claim and the MDL, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Settlement Party or such Settlement Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Settlement Party against whom such waiver is to be enforced.
- 17.5 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Settlement Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 17.6 Class Counsel and Settlement Class Representative Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Final Approval Notice will provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit an Opt-Out Letter, the Final Approval

Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.

- 17.7 Non-Disparagement. Except as may be necessary or appropriate (a) to advance or defend against subsequent litigation between one or more of the Settlement Parties, or (b) for Class Counsel to pursue claims arising from the facts and circumstances giving rise to the MDL against any person or entity other than the Applicant-Defendants and the other relevant Released Parties, each Settlement Party agrees that it will not make or be complicit in the public disclosure of any disparaging or defamatory comment regarding any other Settlement Party, any other Settlement Party's successors or assigns, or any other Settlement Party's current or former directors, officers, employees, or shareholders in any respect.
- 17.8 Counterparts. This Agreement may be executed by facsimile signature, pdf signature, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Settlement Parties.
- 17.9 Bankruptcy Court Jurisdiction. The Settlement Parties may apply to the Bankruptcy Court to resolve any dispute concerning the interpretation or performance of any of the terms and conditions of this Agreement.
- 17.10 Applicable Law. This Agreement shall be governed by New York law without regard to its choice of law or conflicts of law principles or provisions.

*Signature Pages Follow*

**IN WITNESS WHEREOF**, this Agreement has been executed by the undersigned duly authorized representative of the Settlement Class as of the date set forth below.

Dated: October 9, 2013

WILD LAW GROUP PLLC



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Matthew S. Wild, Esq.  
A Member of the Firm  
121 Reynolda Village, Suite M  
Winston-Salem, North Carolina 27106

- and -

WILD LAW GROUP PLLC  
Max Wild, Esq.  
98 Distillery Road  
Warwick, New York 10990

- and -

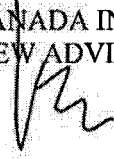
WILD LAW GROUP PLLC  
John M. Perrin, Esq.  
27735 Jefferson Avenue  
Saint Clair Shores, Michigan 48081

*Counsel to the Settlement Class*

**IN WITNESS WHEREOF**, this Agreement has been executed by the undersigned duly authorized representative of the Applicants as of the date set forth below.

Dated: October 22, 2013

7088418 CANADA INC. o/a  
GRANDVIEW ADVISORS



---

Bruce Robertson  
President  
39 Wynford Drive  
Don Mills, Ontario, Canada M3C 3K5

*In its Capacity as the Canadian Court-Appointed Chief  
Process Supervisor*



**IN WITNESS WHEREOF**, this Agreement has been executed by the undersigned duly authorized representative of the Monitor as of the date set forth below.

Dated: October 22, 2013

ALVAREZ & MARSAL CANADA INC.



---

Richard Morawetz  
Senior Vice President  
200 Bay Street, Suite 2900  
Toronto, Ontario, Canada M5J 2J1

*In its Capacity as the Canadian Court-Appointed  
Monitor and Authorized Foreign Representative of the  
Applicants*

**EXHIBIT A**

**Canadian Approval Order**

**Exhibit A to Settlement Agreement**

*Appendix “2”*

Court File No. CI 12-01-76323

**THE QUEEN’S BENCH**  
**Winnipeg Centre**

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

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

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**ORDER**

**“Indirect Purchaser Claim Settlement”**

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**OSLER, HOSKIN & HARCOURT LLP**

Barristers and Solicitors  
P.O. Box 50, 100 King Street West  
1 First Canadian Place  
Toronto, ON M5X 1B8

**Marc Wasserman** (LSUC#44066M)

Tel: 416.862.4908  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

**Jeremy Dacks** (LSUC#41851R)

Tel: 416.862.4923  
Email: [jdacks@osler.com](mailto:jdacks@osler.com)

**TAYLOR McCAFFREY LLP**

9<sup>th</sup> Floor, 400 St. Mary Avenue  
Winnipeg MB R3C 4K5

**David R.M. Jackson**

Tel: 204.988.0375  
Email: [djackson@tmlawyers.com](mailto:djackson@tmlawyers.com)

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

THE HONOURABLE MADAM                     )     WEDNESDAY, THE 16<sup>th</sup> DAY  
   )       
JUSTICE SPIVAK                                 )     OF OCTOBER, 2013.  
   )

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

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

(collectively, the "APPLICANTS")

**ORDER**

**(Motion Regarding Indirect Purchaser Claim Settlement)**

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicants (the "**Monitor**"), for an order seeking certain relief in respect of the Indirect Purchaser Claim Settlement, was heard this day at the Law Courts Building at 408 York Avenue, in The City of Winnipeg, in the Province of Manitoba.

ON READING the Notice of Motion and the Thirteenth Report of the Monitor (the "**Thirteenth Report**"), and on hearing the submissions of counsel for the Monitor, counsel for the Applicants and Glacier Valley Ice Company, L.P. (California) (together, "**Arctic Glacier**" or the "**Arctic Glacier Parties**"), and counsel for the Indirect Purchaser Claimants, no one appearing for any other party although duly served as appears from the affidavit of service, filed:

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## DEFINED TERMS

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

## SERVICE

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

## INDIRECT PURCHASER CLAIM SETTLEMENT

3. THIS COURT AUTHORIZES 7088418 Canada Inc. o/a Grandview Advisors, in its capacity as Chief Process Supervisor, on behalf of AGIF, AGI and AGII, and the Monitor, to enter into a settlement agreement, substantially in the form attached as Appendix “\*” to the Thirteenth Report, to settle the Indirect Purchaser Claim, which settlement (the “**IPC Settlement**”) shall be subject to approval by the United States Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”).

4. THIS COURT ORDERS that, should approval of the IPC Settlement by the U.S. Bankruptcy Court be granted, the Indirect Purchaser Claim filed by Wild Law Group PLLC (“**Class Counsel**”) in these CCAA Proceedings relating to the Indirect Purchaser Litigation shall be deemed to be accepted by the Monitor, in accordance with the terms and conditions of the IPC Settlement, in an amount not to exceed US\$3,950,000, which amount of US\$3,950,000 shall constitute the maximum amount of the Proven Claim (as defined in the Claims Procedure Order of this Court dated September 5, 2012) of the Indirect Purchaser Claimants against AGIF, AGI and AGII collectively.

5. THIS COURT ORDERS that the Monitor is authorized, without further Order of this Court, to make the payments contemplated in the IPC Settlement to the Claims Administrator on account of the Notice and Administration Costs (as defined in the IPC Settlement), if the preconditions in the IPC Settlement to each of such payments have been satisfied, respectively.

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6. THIS COURT ORDERS that Class Counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Class Counsel Charge**”) in the amount of US\$200,000 on the Property (as defined in the Initial Order of this Court dated February 22, 2012), as security for the professional fees and disbursements of Class Counsel. The Class Counsel Charge shall rank *pari passu* with the Administration Charge (as defined in the Initial Order of this Court dated February 22, 2012) and shall be deemed discharged immediately on payment of professional fees and disbursements of Class Counsel in the amount of US\$200,000 that are separate and apart from the Attorneys’ Fees and Attorneys’ Costs (both as defined in the IPC Settlement).

### **ADDITIONAL PROVISIONS**

7. THIS COURT ORDERS that the Monitor and the Applicants are hereby authorized to take such additional steps, execute such additional documents and fulfill their respective obligations under the IPC Settlement, as may be necessary or desirable for the completion of the transactions, settlements and compromises contemplated by the IPC Settlement, including seeking the Preliminary Approval Order and the U.S. Approval Order from the U.S. Bankruptcy Court.

8. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order, the Claims Procedure Order, the Transition Order, and any other order of the Court in the CCAA Proceedings, is hereby authorized and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

9. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, other orders in the CCAA Proceeding, and this Order, or as an officer of the Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, (iii) the Monitor shall be entitled to rely on the books and records of the Arctic Glacier Parties and any information provided by the Arctic Glacier Parties, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

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## GENERAL PROVISIONS

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, including the U.S. Bankruptcy Court, or in any other foreign jurisdiction, to give effect to this Order and to assist the Monitor, the Arctic Glacier Parties and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Arctic Glacier Parties and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, or to assist the Arctic Glacier Parties and the Monitor and their respective agents in carrying out the terms of this Order.

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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.

Draft



**EXHIBIT B**

**Preliminary Approval Order**

**Exhibit B to Settlement Agreement**

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

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

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**ORDER PURSUANT TO SECTIONS 105(a), 363(b),  
1501, 1507, 1520, AND 1521 OF THE BANKRUPTCY CODE  
AND BANKRUPTCY RULES 2002, 6004, 7023, 9014, AND 9019 RECOGNIZING  
AND ENFORCING THE CANADIAN APPROVAL ORDER AND GRANTING  
CERTAIN PRELIMINARY APPROVALS IN CONNECTION WITH THE  
AGREEMENT SETTTLING THE CLAIMS OF INDIRECT PURCHASERS**

Upon consideration of the joint motion (the “Motion”), dated [\_\_\_\_], 2013, of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the “Monitor”) for the above-captioned debtors (collectively, the “Debtors”) in a proceeding (the “Canadian Proceeding”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) and pending before the Court of Queen’s Bench Winnipeg Centre (the “Canadian Court”), the Debtors, and Wild Law Group PLLC (“Class Counsel”), in its capacity as interim counsel to the

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<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) ICEurance 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.

class of indirect purchasers certified for settlement purposes, for entry of an order (the “Preliminary Approval Order”), pursuant to sections 105(a), 363(b), 1501, 1520, and 1521(a)(7) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 7023, 9014, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”):

(a) recognizing and enforcing that certain *Order* that was entered by the Canadian Court on October [\_\_\_], 2013 in the Canadian Proceeding (the “Canadian Approval Order”),<sup>2</sup>

(b) incorporating Bankruptcy Rule 7023 pursuant to Bankruptcy Rule 9014 into the Debtors’ chapter 15 cases (the “Chapter 15 Cases”) so that the agreement (the “Proposed Settlement”) embodied by the settlement agreement entered into as of October [\_\_\_], 2013 individually and on behalf of the (i) the Settlement Class; (ii) the Applicants; and (iii) the Monitor (the “Settlement Agreement”)<sup>3</sup> may be considered by this Court; (c) certifying the Settlement Class as a conditional settlement class; (d) approving the Named Plaintiffs as class representatives; (e) approving Wild Law Group PLLC (“Class Counsel”) as counsel for the Settlement Class; (f) scheduling a hearing (the “Final Hearing”) to consider (i) whether the Proposed Settlement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the Settlement Agreement under sections 105(a), 363, 1501, 1507, 1520, and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 7023 and 9019; (g) approving the procedures for submission of written requests to opt-out or exclude oneself from the Proposed Settlement (“Opt-Out Letters”) and/or objections (“Objections”) to the Settlement Agreement; (h) approving the Preliminary Approval Notice (as defined in section 2.50 of the Settlement Agreement) as well as the manner

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<sup>2</sup> The Canadian Approval Order is attached hereto as Exhibit A.

<sup>3</sup> The Settlement Agreement is attached hereto as Exhibit B. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Settlement Agreement.

of service and publication of the Preliminary Approval Notice;<sup>4</sup> (i) approving the form of notice substantially in the form attached hereto as Exhibit D (the “Long Form Notice”); (j) approving the claim form substantially in the form attached hereto as Exhibit E (the “Claim Form”); and (k) approving the engagement of the Claims Administrator; and this Court having previously entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], the *Order Recognizing and Enforcing Claims Procedure Order of the Canadian Court* [Docket No. 166], and the *Order Approving Stipulation By and Between the Monitor, the Debtors and Wild Law Group Granting Partial and Limited Relief from the Automatic Stay to Proceed with Certain Discovery* [Docket No. 220] (the “Stay Relief Order”); and upon the *Thirteenth Report of the Monitor* [Docket No. \_\_\_\_] (the “Thirteenth Monitor’s Report”); and this Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at a hearing before this Court (the “Preliminary Approval Hearing”); and upon the record of the Preliminary Approval Hearing and these Chapter 15 Cases, and after due deliberation thereon, and good cause appearing therefor;

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The Canadian Court has duly entered the Canadian Approval Order: (i) granting the Chief Process Supervisor the authority to enter into the Settlement Agreement subject to Bankruptcy Court Approval, (ii) granting the Class Counsel Charge, (iii) providing for other relief to facilitate the implementation of the Proposed Settlement, and (iv) requesting aid and recognition from this Court to give effect to the Canadian Approval Order.

B. This Court has jurisdiction and authority to hear and determine the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b) and, to the extent applicable, the Settlement Parties

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<sup>4</sup> The Preliminary Approval Notice is attached hereto as Exhibit C.

consented to the Court hearing, determining, and entering appropriate orders and judgments regarding the relief sought in the Motion pursuant to 28 U.S.C. § 157(c)(2).

C. Venue of the Chapter 15 Cases and the Motion in this Court and this District is proper under 28 U.S.C. § 1410.

D. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

E. The incorporation of Bankruptcy Rule 7023 into these Chapter 15 Cases, pursuant to section 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rule 9014, is justified under the circumstances of the Chapter 15 Cases, solely in connection with the Motion.

F. The Settlement Class is (i) so numerous that joinder of all members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims and defenses of the Named Plaintiffs are typical of the claims and defenses of the Settlement Class; and (iv) the Named Plaintiffs have and will fairly and adequately protect the interests of the Settlement Class.

G. The Court finds that the questions of law and fact common to the Settlement Class predominate over any questions that only affect members of the Settlement Class individually. In addition, the Court finds that a class action is superior to other available methods for fairly and efficiently adjudicating the issues underlying the MDL.

H. Based on information contained in the Thirteenth Monitor's Report, and evidence provided at the Preliminary Approval Hearing, the Proposed Settlement, as set forth in

the Settlement Agreement, and subject to a final determination following the Final Hearing after notice has been provided to the proposed Settlement Class, is sufficiently fair, reasonable, and adequate to approve the notice provided to the Settlement Class and hold the Final Hearing.

I. Publication of the Preliminary Approval Notice in *USA Today* and *Parade Magazine*, service through ECF filing in the MDL of the Preliminary Approval Notice on all Settlement Class members known to Class Counsel, and maintenance of a website by the Claims Administrator where the materials related to the Settlement Agreement shall be available (in addition to the websites of Class Counsel and the Monitor where those materials shall also be available) constitute the best notice practicable under the circumstances, as well as valid, due, and sufficient notice to all persons entitled thereto. The Preliminary Approval Notice and the Long Form Notice comply fully with the requirements of Bankruptcy Rule 7023 and the minimum due process requirements of the Constitution of the United States.

J. Based on the affidavits of service filed with, and representations made to, this Court: (i) notice of the Motion and the Preliminary Approval Hearing was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and these proceedings, and complied with the various applicable requirements of the Bankruptcy Code and the Bankruptcy Rules; and (ii) no other or further notice of the Motion or the Preliminary Approval Hearing is necessary or shall be required.

K. This Preliminary Approval Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

L. All findings of fact and conclusions of law announced by this Court at the Preliminary Approval Hearing are incorporated herein.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted to the extent set forth herein.
2. The Canadian Approval Order is recognized in full and given full force and effect in the United States.
3. Bankruptcy Rule 7023 is incorporated into the Chapter 15 Cases solely for the purpose of addressing the requirements of such rule in the context of whether this Court should approve the Settlement Class, the Named Plaintiffs, and Wild Law Group PLLC as Class Counsel and the Settlement Agreement.
4. Pursuant to Bankruptcy Rule 7023(b)(3), the Court hereby certifies the Settlement Class as a conditional settlement class of:

All purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Debtors or their former employees in the MDL.

Excluded from the Settlement Class are any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.
5. The Named Plaintiffs are approved as the class representatives pursuant Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7023.
6. Wild Law Group PLLC is approved as Class Counsel for the Settlement Class for settlement purposes pursuant to Rule 23(g)(2) of the Federal Rules of Civil Procedure as made applicable by Bankruptcy Rule 7023.

7. The Court will hold the Final Hearing on \_\_\_\_\_, 2013, at \_\_\_\_\_ (ET) to determine (i) the fairness, reasonableness, and adequacy of the Settlement Agreement with respect to the Settlement Class, (ii) the Attorneys' Fees and Attorneys' Costs of Class Counsel and Incentive Payments to the Named Plaintiffs and (iii) whether the Settlement Agreement should be approved, pursuant to sections 105(a), 363, 1501, 1507, 1520, and 1521 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 7023, and 9019.

8. Any Settlement Class member who follows the procedures set forth in the Preliminary Approval Notice may appear and be heard at the Final Hearing. The Final Hearing may be continued without further notice to the Settlement Class.

9. The procedures for opting-out or objecting to the Proposed Settlement, as set forth in the Settlement Agreement and herein, are hereby approved.

10. Any member of the Settlement Class who wishes to opt-out of the Proposed Settlement must do so in writing. Opt-Out Letters must be submitted to the Claims Administrator at [INSERT ADDRESS] so as to be actually received by the Claims Administrator on or before [\_\_\_\_\_], 2013 at 4:00 p.m. An Opt-Out Letter must provide the Settlement Class member's name, address, and email address.

11. Any member of the Settlement Class who wishes to object to the terms of the Settlement Agreement must do so in writing. Objections to the Settlement Agreement must be filed on or before [\_\_\_\_\_], 2013, at 4:00 p.m. (ET) (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801. At the same time, objections to the Settlement Agreement must be served so as to be actually received by the following parties on or before the Response



Deadline: (i) Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Toronto, Ontario, Canada M5J 2J1 (Attn: Richard Morawetz & Melanie MacKenzie); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman & Jeremy Dacks); (iii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, & Jeffrey Korn); (iv) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn); (iv) Jones Day, 77 West Wacker Drive, Suite 3500, Chicago, Illinois 60601 (Attn: Paula W. Render); (v) McCarthy Tétrault LLP, TD Bank Tower, Suite 5300, Box 48, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village, Suite M, Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); and Wild Law Group PLLC, 319 N. Gratiot Avenue, Mt. Clemens, Michigan 48043 (Attn: John M. Perrin).

12. The Preliminary Approval Notice, substantially in the form attached hereto as Exhibit C, is hereby approved. Within ten (10) calendar days after the date on which this Preliminary Approval Order becomes a Final Order, the Preliminary Approval Notice shall be served through ECF filing in the MDL on all members of the Settlement Class known to Class Counsel and shall be published in *USA Today* and *Parade Magazine*. The proposed manner of service and publication of the Preliminary Approval Notice is approved and satisfies the provisions of Bankruptcy Rule 7023(c)(2).

13. The Long Form Notice, substantially in the form attached hereto as Exhibit D, is hereby approved. The Long Form Notice shall be available on the website maintained by the Claims Administrator and the websites of Class Counsel and the Monitor.

14. The Claim Form, substantially in the form attached hereto as Exhibit E, is hereby approved.

15. Subject to the terms of the engagement agreement attached hereto as Exhibit F, the engagement of the Claims Administrator is hereby approved.

16. The Settlement Parties shall be, and hereby are, authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the transactions contemplated by this Preliminary Approval Order.

17. The failure to include any particular provision of the Canadian Approval Order or the Settlement Agreement shall not diminish or impair the effectiveness of that provision, it being the intent of this Court that the Canadian Approval Order and the Settlement Agreement be approved and authorized in their entirety.

18. To the extent there are any inconsistencies between this Preliminary Approval Order and the Settlement Agreement, this Preliminary Approval Order shall control.

19. The Settlement Parties are authorized to make nonsubstantive changes to the Preliminary Approval Notice, the Long Form Notice, and/or the Claim Form without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make any conforming changes prior to their distribution or publication.

20. Notwithstanding any provision in the Bankruptcy Rules to the contrary:  
(a) the terms of this Preliminary Approval Order shall be immediately effective and enforceable upon its entry; and (b) the Debtors, the Monitor, and Class Counsel are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Preliminary Approval Order.

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

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2013

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THE HONORABLE KEVIN GROSS  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**Canadian Approval Order**

**Exhibit A to Preliminary Approval Order**

**EXHIBIT B**

**Settlement Agreement**

Exhibit B to Preliminary Approval Order

**EXHIBIT C**

**Preliminary Approval Notice**

Exhibit C to Preliminary Approval Order

**EXHIBIT D**

**Long Form Notice**

Exhibit D to Preliminary Approval Order

NOTICE

TO: ALL INDIVIDUALS AND BUSINESSES WHO PURCHASED PACKAGED ICE FROM A RETAILER (E.G., SUPERMARKET, GROCERY STORE OR GAS STATION) MADE BY ARCTIC GLACIER INC., ARCTIC GLACIER INTERNATIONAL INC., ARCTIC GLACIER INCOME FUND, THE HOME CITY ICE COMPANY, REDDY ICE CORPORATION, OR REDDY ICE HOLDINGS, INC., OR THEIR SUBSIDIARIES OR AFFILIATES (INCLUDING ALL PREDECESSORS THEREOF) (COLLECTIVELY, THE “DEFENDANTS”) AT ANY TIME DURING THE PERIOD FROM JANUARY 1, 2001 TO MARCH 6, 2008 (THE “SETTLEMENT PERIOD”).

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS MAY BE AFFECTED BY A SETTLEMENT  
OF A PROOF OF CLAIM BASED UPON A CLASS ACTION LAWSUIT.**

THIS NOTICE (THIS “NOTICE”) IS GIVEN PURSUANT RULE 7023 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND AN ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE “BANKRUPTCY COURT”). THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF A SETTLEMENT THAT HAS BEEN REACHED, SUBJECT TO BANKRUPTCY COURT APPROVAL, BETWEEN ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., AND ARCTIC GLACIER INTERNATIONAL INC. (THE “APPLICANT DEFENDANTS”) AND A CONDITIONAL SETTLEMENT CLASS (THE “SETTLEMENT CLASS”) OF INDIRECT PURCHASERS OF ICE SOLD IN BAGS (“PACKAGED ICE”) MANUFACTURED BY THE APPLICANT DEFENDANTS.

THE APPLICANT DEFENDANTS DENY LIABILITY IN THIS MATTER BUT HAVE AGREED TO SETTLE TO AVOID THE COSTS AND RISKS ASSOCIATED WITH FURTHER LITIGATION.

MEMBERS OF THE SETTLEMENT CLASS ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE MATTERS DESCRIBED IN THIS NOTICE.

MEMBERS OF THE SETTLEMENT CLASS SHOULD NOT CONSTRUE THE CONTENTS OF THIS NOTICE AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH PERSON READING THIS NOTICE SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS NOTICE AND THE PROPOSED SETTLEMENT AGREEMENT DESCRIBED HEREIN.

CAPITALIZED TERMS USED BUT NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THOSE TERMS IN THE PROPOSED SETTLEMENT AGREEMENT.



## **THE MULTIDISTRICT LITIGATION**

In 2008 and thereafter, various putative class actions brought by indirect purchasers of Packaged Ice against the Applicant Defendants, as well as other Defendants, were consolidated for pre-trial purposes in the multidistrict litigation (“MDL”) captioned *In re Packaged Ice Antitrust Litig.*, No. 07-md-1952 (E.D. Mich.). On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the “MDL Court”), appointed Matthew S. Wild and Max Wild as interim lead counsel and appointed John M. Perrin as liaison counsel for the putative indirect purchaser class. On September 15, 2009, certain plaintiffs filed an Amended Class Action Complaint against the Defendants (the “Action”). Plaintiffs allege that the Defendants violated the antitrust laws by conspiring to raise, fix, maintain or stabilize the price of Packaged Ice and/or allocate markets and customers. Plaintiffs further allege that as a result of the conspiracy, they and other indirect purchasers of Packaged Ice have been injured by paying more for Packaged Ice than they would have paid in the absence of the illegal conduct. Plaintiffs seek damages and injunctive relief together with reimbursement of costs and an award of attorneys’ fees. On May 25, 2011, certain plaintiffs filed a Consolidated Class Action Complaint. On December 12, 2011, the MDL Court granted in part, and denied in part, Defendants’ motions to dismiss the Consolidated Class Action Complaint. Certain plaintiffs (who were denied the ability to join the Action) then filed suits in various federal courts, which were transferred to the MDL.

Defendants deny plaintiffs’ allegations. At this time, neither plaintiffs nor Defendants have proven their claims or defenses. The MDL Court has expressed no opinion as to whether plaintiffs’ allegations are correct or whether Defendants have engaged in any wrongdoing.

## **ARCTIC GLACIER IS IN BANKRUPTCY**

On February 22, 2012, the Applicant Defendants (together with each of their affiliates, the “Debtors”) commenced a proceeding under Canada’s *Companies Creditors’ Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) and the Court of Queen’s Bench Winnipeg Centre (the “Canadian Court”) entered an initial order, pursuant to the CCAA, providing various forms of relief thereunder, including a stay of proceedings and claim enforcement against the Debtors and their property. Also on February 22, 2012, Alvarez & Marsal Canada Inc., in its capacity as the Canadian Court-appointed monitor and authorized foreign representative of the Debtors (the “Monitor”) commenced proceedings (the “Chapter 15 Cases”) for the Debtors under chapter 15 of title 11 of the United States Code (the “Bankruptcy Code”) (the “Chapter 15 Cases”) by filing with the Bankruptcy Court verified petitions on behalf of each of the Debtors.

On February 23, 2012, the Bankruptcy Court entered the *Order Granting Provisional Relief* [Docket No. 28], providing for, among other things, a stay of all proceedings and claim enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL. On March 16, 2012, the Bankruptcy Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], pursuant to which the Bankruptcy Court granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, thereby extending during the pendency of the Chapter 15 Cases a stay of all proceedings and claim

enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL.

Following the completion of a Sale and Investor Solicitation Process, on June 21, 2012, the Canadian Court entered the *Sale Approval and Vesting Order* (as amended and restated, the “CCAA Vesting Order”), pursuant to which the Canadian Court authorized and approved a sale of substantially all of the Debtors’ assets free and clear of all Claims and Encumbrances (as defined in the CCAA Vesting Order) to the Purchaser (as defined in the CCAA Vesting Order). On July 17, 2012, the Bankruptcy Court entered the *Order Pursuant to Sections 105(A), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014 (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 126] recognizing and giving full force and effect in the United States to the CCAA Vesting Order. The Purchaser is not a party to the Settlement nor is it affiliated with the Debtors; however, the Purchaser continues to operate the Debtors’ business under the Arctic Glacier trade-name.

On September 5, 2012, the Canadian Court entered the *Claims Procedure Order* (the “Claims Procedure Order”) (a) establishing procedures for the submission of claims against the Debtors and their directors, officers, and trustees, and (b) setting a bar date of October 31, 2012. On September 14, 2012, the Bankruptcy Court entered an Order [Docket No. 166] (the “Claims Procedure Recognition Order”) recognizing and giving full force and effect in the United States to the Claims Procedure Order.

In accordance with the Claims Procedure Order and the Claims Procedure Recognition Order, the Monitor has received a timely proof of claim, dated November 5, 2012, submitted by the Wild Law Group PLLC (“Class Counsel”) on behalf of the Settlement Class (the “Proof of Claim”), which asserts an unsecured claim in the estimated amount of “at least \$463,577,602” against the Applicant Defendants.

Following the filing of the Proof of Claim, the Monitor, the Debtors, and Class Counsel, on behalf of the Settlement Class (as defined below), negotiated the terms of a settlement agreement (the “Proposed Settlement Agreement”) resolving the issues raised by the Proof of Claim (including any other claim asserted by the Settlement Class against any of the Applicant-Defendants or their former employees in the MDL). The Proposed Settlement Agreement has not been approved by the Bankruptcy Court.

Copies of the pleadings described above can be obtained, free of charge, at [www.kcellc.net/ArcticGlacier](http://www.kcellc.net/ArcticGlacier) and [www.amcanadadocs.com/articglacier/pages/index.aspx](http://www.amcanadadocs.com/articglacier/pages/index.aspx).

### **TERMS OF THE PROPOSED SETTLEMENT AGREEMENT**

THE PROPOSED SETTLEMENT AGREEMENT IS SUBJECT TO BANKRUPTCY COURT APPROVAL. IF THE PROPOSED SETTLEMENT AGREEMENT IS FULLY CONSUMMATED, MEMBERS OF THE SETTLEMENT CLASS WHO DO NOT SUBMIT OPT-OUT LETTERS (“OPT-OUT LETTERS”) IN ACCORDANCE WITH THE

PROCEDURES DESCRIBED HEREIN WILL BE BOUND BY THE TERMS OF THE PROPOSED SETTLEMENT AGREEMENT.

The Proposed Settlement Agreement provides for cash payments in an amount not to exceed \$3,950,000 (the “Maximum Settlement Amount”) in exchange for the Settlement Class’ release of certain claims against Arctic Glacier and certain other parties. If the Bankruptcy Court approves the Proposed Settlement Agreement, members of the Settlement Class who purchased at least 3 bags of Packaged Ice and submit a “Claim Form” may be entitled to receive cash in the amount of \$6.00 for claiming purchase of three or more bags of Packaged Ice. To receive more than \$6.00, members of the Settlement Class must claim purchases of more than ten bags of Packaged Ice, with proof of purchase for each bag of Packaged Ice exceeding 10 bags. Holders of approved claims will receive \$6.00 for the first ten bags and \$0.60 for each additional bag. Payment amounts may be reduced proportionally under certain circumstances detailed in Sections 2.45 and 5.1.1(iv) of the Proposed Settlement Agreement. Copies of the Proposed Settlement Agreement can be obtained, free of charge, at [CLAIMS ADMINISTRATOR WEBSITE].

INSTRUCTIONS CONCERNING THE PROCEDURES FOR SUBMISSION OF CLAIM FORMS WILL BE PROVIDED UPON THE BANKRUPTCY COURT’S FINAL APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT.

**A. The Proposed Settlement Agreement Contains Releases of Claims**

Section 9.1 of the Proposed Settlement Agreement provides that:

*Upon final consummation of the Proposed Settlement Agreement, Settlement Class Members, other than those who submit timely and valid Opt-Out Letters, (collectively, the “Releasing Settlement Class Members”) shall irrevocably and permanently release and shall be deemed to have forever released, waived, and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities, including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of (a) the facts and circumstances relating to the MDL and/or the Proof of Claim, (b) the Applicants commencing the Canadian Proceeding or the Chapter 15 Cases, or (c) the Agreement being consummated, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Payment Date in any way relating to any Released Party arising out of or related to clauses (a) through (c) immediately above, including, without implied limitation, all claims for attorneys’ fees and costs incurred by Releasing Settlement Class Members and by Class Counsel in connection with the MDL and*

*the Proof of Claim, and the settlement thereof (collectively, the “Released Claims”). For the sake of clarity, the Released Claims shall not include claims for the purchase of packaged ice directly from one or more of the Defendants in the MDL, personal injury or property damage.*

Section 2.54 of the Proposed Settlement Agreement defines “Released Parties” as:

*The Applicants, 70888418 Canada, Inc. (o/a Grandview Advisors), the Monitor, and any of their respective current or former direct or indirect subsidiaries, parent entities, affiliates, predecessors, insurers, agents, counsel, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders, including without implied limitation Frank Larson, Keith Corbin, and Gary Cooley, including their respective pension, profit sharing, savings, health, and other employee benefit plans, or personal or other assets of any nature, and those plans’ respective trustees, administrators, and fiduciaries. For the sake of clarity, The Home City Ice Company, Reddy Ice Corporation, and Reddy Ice Holdings Inc. are not Released Parties.*

Section 9.2 of the Proposed Settlement Agreement provides that:

*In exchange for the good and valuable consideration set forth herein, the Releasing Settlement Class Members waive any and all rights or benefits that they as individuals or the classes may now have in connection with the Released Claims under the terms of Section 1542(a) of the California Civil Code (or similar statute or common law rule in effect in any other jurisdiction), which provides as follows:*

***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.***

**IF YOU DO NOT WANT TO GRANT THE RELEASES DESCRIBED ABOVE, YOU MUST SUBMIT A VALID AND TIMELY OPT-OUT LETTER AND/OR OBJECT TO THE BANKRUPTCY COURT’S APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT. THE PROCEDURES FOR SUBMITTING AN OPT-OUT LETTER AND/OR OBJECTING TO THE BANKRUPTCY COURT’S APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT ARE PROVIDED HEREIN.**

## **B. The Proposed Settlement Agreement Contains Exculpations**

If the Proposed Settlement Agreement is approved, you will be bound by the terms of certain exculpations, regardless of whether you submit a timely or valid Opt-Out Letter. Section 9.3 of the Proposed Settlement Agreement provides that:

*None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of this Agreement, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.*

Section 2.33 of the Settlement Agreement defines "Exculpated Parties" as:

*(a) the Applicants and their respective directors, officers, employees, counsel, financial advisors, the 70888418 Canada, Inc. (o/a Grandview Advisors), and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such; and (b) the Monitor and its directors, officers, employees, counsel, financial advisors, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such.*

## **C. The Proposed Settlement Agreement Provides for the Payment of Attorneys' Fees and Attorney's Costs**

Class Counsel intends to seek an award of Attorneys' Fees in the future not to exceed 33 1/3% of the Maximum Settlement Amount, and reimbursement of their Attorneys' Costs in an amount not to exceed \$350,000. The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks an award of Attorneys' Fees or Attorneys' Costs and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

## **D. The Proposed Settlement Agreement Provides for the Payment of Incentive Awards**

Class Counsel intends to seek an Incentive Award (as defined in the Proposed Settlement Agreement) of \$1,000 for each Named Plaintiff (as defined in the Proposed Settlement Agreement). The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks the Incentive Awards and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

**E. There are Conditions to the  
Consummation of the Proposed Settlement Agreement**

The Proposed Settlement Agreement must be fully consummated before you are legally bound by it. As described more fully in Section 8 of the Settlement Agreement, certain conditions must be satisfied before the Proposed Settlement Agreement is fully consummated:

- (a) The Canadian Approval Order shall have been entered and shall have become a Final Order;
- (b) The Preliminary Approval Order shall have been entered and shall have become a Final Order;
- (c) The U.S. Approval Order shall have been entered and shall have become a Final Order;
- (d) All Claims of Settlement Class Members who submitted Claim Forms have been resolved by the Claims Administrator (after the deadline for audits and challenges provided in Section [7.2] has expired or, if an audit is made, after all audits have been resolved in accordance with Section [7.2.6] of this Agreement);
- (e) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicants, concerning the Claim Amount; and
- (f) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

**THE CANADIAN COURT AUTHORIZED THE DEBTORS  
TO ENTER INTO THE PROPOSED SETTLEMENT AGREEMENT**

On October [\_\_\_], 2013, the Canadian Court entered the *Order*, (the “Canadian Approval Order”), which, among other things, granted the Debtors the authority to enter into the Settlement Agreement subject to approval by the Bankruptcy Court.

Copies of the Canadian Approval Order can be obtained, free of charge, at [CLAIMS ADMINISTRATOR WEBSITE].

**THE BANKRUPTCY COURT  
ENTERED THE PRELIMINARY APPROVAL ORDER**

On November [\_\_\_], 2013, the Bankruptcy Court entered the *Order Pursuant to Sections 105(a), 363(b), 1501, 1520, and 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014, and 9019 Recognizing and Enforcing the Canadian Approval Order and Granting Certain Preliminary Approvals in Connection with the Agreement Settling the Claims of Indirect Purchasers* [Docket No. \_\_\_] (the “Preliminary Approval Order”). Pursuant to the Preliminary Approval Order, the Bankruptcy Court, among other things: (a) recognized and enforced the Canadian Approval Order, (b) scheduled a hearing to consider (i) whether the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the

Settlement Agreement on a final basis; (c) approved Class Counsel as counsel for the Settlement Class; (d) certified the Settlement Class as a conditional settlement class; (e) approved the procedures for submission of Opt-Out Letters and/or objections; (f) approved the Claim Form; and (g) approving the engagement of a claims administrator.

Copies of the Canadian Approval Order can be obtained, free of charge, at [CLAIMS ADMINISTRATOR WEBSITE].

**A. The Preliminary Approval Order Certified a Conditional Settlement Class**

Pursuant to the Preliminary Approval Order, the Settlement Class is defined as:

All purchasers of Packaged Ice who purchased Packaged Ice in Arizona, California, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, Tennessee, and/or Wisconsin (collectively, the “Claims States”) indirectly from any of the Defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time between January 1, 2001 and March 6, 2008 (the “Settlement Period”).

Excluded from the Settlement Class are any governmental entities and Defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, Defendants’ alleged co-conspirators, and the Released Parties (as defined below).

**B. The Bankruptcy Court has Scheduled a Hearing to Consider Final Approval of the Proposed Settlement Agreement**

The Bankruptcy Court will hold a hearing (the “Final Hearing”) on [\_\_\_\_], 2013, at \_\_\_\_\_.m. at 824 Market Street, 3rd Floor, Wilmington, DE 19801, to determine whether the Proposed Settlement Agreement should be approved as fair, reasonable and adequate. If you wish to receive additional notices concerning the Final Hearing, you must file a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. If you do not object to the Settlement, you need not appear at the Final Hearing. The Final Hearing may be adjourned from time to time without further notice other than adjournments announced in open court or notice filed on the docket of the Chapter 15 Cases.

IF ANY OBJECTION TO THE PROPOSED SETTLEMENT AGREEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED BELOW, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE PROPOSED SETTLEMENT AGREEMENT AND MAY NOT BE HEARD AT THE FAIRNESS HEARING.

## **PROTECTING YOUR RIGHTS**

If you believe you are a member of the Settlement Class, your rights may be affected by the Proposed Settlement Agreement. Your legal rights and options with respect to the Proposed Settlement Agreement are outlined below.

### **A. Remaining in The Settlement Class**

The Monitor, the Debtors and Class Counsel urge you to remain in the Settlement Class and, if the Bankruptcy Court approves the Proposed Settlement Agreement and the Proposed Settlement Agreement if Fully Consummated, you may be entitled to the cash benefits described herein. If you choose to remain in the Settlement Class, you will be entitled to participate in a claims process and submit a "Claim Form." If the Bankruptcy Court approves the Proposed Settlement Agreement, notice that describes the procedures and deadlines for submitting a Claim Form will be provided.

BY REMAINING IN THE SETTLEMENT CLASS, YOU WILL BE GIVING UP YOUR RIGHT TO SUE, TO CONTINUE TO SUE, TO BE PART OF ANY OTHER LAWSUIT, OR TO SUE IN THE FUTURE THE APPLICANT DEFENDANTS OR THE OTHER RELEASED PARTIES ABOUT THE RELEASED CLAIMS.

### **B. Excluding Yourself From The Settlement Class**

IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU MUST DO SO AT YOUR OWN RISK AND EXPENSE, INCLUDING THE RISK THAT ANY NEW LAWSUIT IS ALREADY BARRED BY THE CLAIMS PROCEDURE ORDER AND THE CLAIMS PROCEDURE RECOGNITION ORDER.

You may choose to exclude yourself from the Settlement Class by mailing an Opt-Out Letter in the manner provided below, in which case you will not be bound by the release of claims in the Proposed Settlement Agreement nor will you be entitled to receive any cash benefit.

To exclude yourself from the Settlement Class, you must send an Opt-Out Letter. Opt-Out Letters must be submitted to the Claims Administrator [INSERT ADDRESS] so as to be actually received by the Claims Administrator on or before [\_\_\_\_\_], 2013 at 4:00 p.m. You must provide your name, address, and email address.

### **C. Objecting to the Proposed Settlement Agreement**

Any member of the Settlement Class who wishes to object to the terms of the Proposed Settlement Agreement must do so in writing. Objections to the Settlement Agreement must be filed on or before [\_\_\_\_\_], 2013, at 4:00 p.m. (ET) (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, objections to the Proposed Settlement Agreement must be served so as to be actually received by the following parties on or before the Response Deadline: (i) Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Toronto, Ontario, Canada M5J 2J1 (Attn: Richard Morawetz & Melanie MacKenzie); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn:



Marc Wasserman & Jeremy Dacks); (iii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, & Jeffrey Korn); (iv) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn); (iv) Jones Day, 77 West Wacker Drive, Suite 3500, Chicago, Illinois 60601 (Attn: Paula W. Render); (v) McCarthy Tétrault LLP, TD Bank Tower, Suite 5300, Box 48, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village, Suite M, Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); and Wild Law Group PLLC, 319 N. Gratiot Avenue, Mt. Clemens, Michigan 48043 (Attn: John M. Perrin).

### **ADDITIONAL INFORMATION**

If you have questions concerning this Notice or the Action, you may contact Class Counsel identified above.

If you would like copies of any of the documents referenced in this Notice, please contact [CLAIMS ADMINISTRATOR].

**EXHIBIT E**

**Claim Form**

Exhibit E to Preliminary Approval Order

**EXHIBIT F**

**Claims Administrator Engagement Letter**

**Exhibit F to Preliminary Approval Order**

**EXHIBIT C**

**U.S. Approval Order**

**Exhibit C to Settlement Agreement**

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

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

**ORDER, PURSUANT TO SECTIONS 105(a), 363, 1501, 1507, 1520, 1521  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, 7023 AND  
9019, APPROVING AGREEMENT SETTling CLAIMS OF INDIRECT PURCHASERS**

Upon consideration of the joint motion (the “Motion”), dated [\_\_\_\_], 2013, of Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor and authorized foreign representative (the “Monitor”) for the above-captioned debtors (collectively, the “Debtors”) in a proceeding (the “Canadian Proceeding”) commenced under Canada’s *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) and pending before the Court of Queen’s Bench Winnipeg Centre (the “Canadian Court”), the Debtors, and Wild Law Group PLLC (“Class Counsel”), in its capacity as Class Counsel to the

<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) ICEurance 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.

class of indirect purchasers certified for settlement purposes in the Preliminary Approval Order,<sup>2</sup> seeking entry of an Order, pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), and Rules 2002, 6004, 7023, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”): (a) approving, on a final basis, that certain *Settlement Agreement* (the “Settlement Agreement”), dated [\_\_\_\_], made and entered into, individually and on behalf of, (i) the Settlement Class, (ii) the Debtors, and (iii) the Monitor, a copy of which is annexed hereto as Exhibit A; (b) establishing the procedures by which Settlement Class Members must file Claim Forms; (c) approving the form and manner of notice thereof; (d) approving the audit and challenge procedures described in the Settlement Agreement; (e) authorizing the Monitor, subject to the occurrence of the Payment Trigger Date, to transfer the Net Settlement Amount to the Claims Administrator; (f) authorizing the Claims Administrator to distribute the Net Settlement Amount to holders of Approved Claims; (g) approving the release and exculpation provisions contained in the Settlement Agreement; and (h) granting related relief; and this Court having previously entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], the *Order Recognizing and Enforcing Claims Procedure Order of the Canadian Court* [Docket No. 166], the *Order Approving Stipulation By and Between the Monitor, the Debtors and Wild Law Group Granting Partial and Limited Relief from the Automatic Stay to Proceed with Certain Discovery* [Docket No. 220], and the *Order Pursuant to Sections 105(a), 363(b), 1501, 1520, and 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014, and 9019 Recognizing and Enforcing the Canadian Approval Order and Granting Certain Preliminary Approvals in Connection with the Agreement Settling the Claims of Indirect Purchasers* [Docket

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Settlement Agreement or the Motion, as applicable.

No. \_\_\_\_] (the “Preliminary Approval Order”); and upon the *Thirteenth Report of the Monitor* [Docket No. \_\_\_\_] (the “Thirteenth Monitor’s Report”); and this Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at hearings before this Court; and upon the record of the above-captioned chapter 15 cases (the “Chapter 15 Cases”), and after due deliberation thereon, and good cause appearing therefor,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. Pursuant to Bankruptcy Rule 7052, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact.

B. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and, to the extent applicable, the Settlement Parties consented to the Court hearing, determining, and entering appropriate orders and judgments regarding the relief sought in the Motion pursuant to 28 U.S.C. § 157(c)(2).

C. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409 and this matter is core proceeding pursuant to 28 U.S.C § 157(b)(2).

D. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policy of the United States, is warranted pursuant to sections 105(a), 363(b), 1501, 1507, 1520, and 1521(a)(7) of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

E. The Preliminary Approval Order directed the substance, form, and manner by which the Monitor would provide the Settlement Class with notice of the certification of the Settlement Class for settlement purposes and the appointment of Class Counsel. The notice program included notice through ECF filing in the MDL to Settlement Class Members known to

Class Counsel and publication of notice in *USA Today* and *Parade Magazine*. Proof that the publication conformed with the Preliminary Approval Order has been filed with the Court and appears at Docket Nos. [\_\_\_\_]. The notice constituted the most effective and best notice practicable under the circumstances and constituted due and sufficient notice for all purposes to all potential Settlement Class Members and therefore satisfied Bankruptcy Rule 7023(c)(2) and the minimum due process requirements of the Constitution of the United States. No further or other notice is required in connection with the Motion.

F. Pursuant to Bankruptcy Rule 7023(a) and (b)(3), the Court certified the following Settlement Class in the Preliminary Approval Order:

All purchasers of packaged ice (a) who purchased packaged ice in the Claims States indirectly from any of the defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time during the Settlement Class Period, and (b) whose claims are within the scope of the Proof of Claim or claims asserted against any of the Debtors or their former employees in the MDL.

Excluded from the Settlement Class are any governmental entities and defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, defendants' alleged co-conspirators, and the Released Parties.

G. Pursuant to Bankruptcy Rule 7023(g), the Court appointed Class Counsel as counsel to the Settlement Class in the Preliminary Approval Order.

H. Publication of the Final Approval Notice in *USA Today* and *Parade Magazine*, service through ECF filing in the MDL of the Final Approval Notice on all Settlement Class members known to Class Counsel, and maintenance of a website by the Claims Administrator where the materials related to the Settlement Agreement shall be available (in addition to the websites of Class Counsel and the Monitor where those materials will also be available) constitute the best notice practicable under the circumstances, as well as valid, due, and sufficient notice to all persons entitled thereto. The Final Approval Notice and the Long



Form Notice comply fully with the requirements of Bankruptcy Rule 7023 and the minimum due process requirements of the Constitution of the United States.

I. The injunction, release, and exculpation provisions set forth in the Settlement Agreement constitute good-faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for valuable consideration and: (i) are in the best interests of the Debtors, their creditors, and other parties in interest; (ii) are fair, equitable, and reasonable; and (iii) are integral elements of the Settlement Agreement.

J. Based upon the Thirteenth Monitor's Report and the evidence deduced at the hearing to consider the Motion, the Settlement Agreement and its terms are the result of vigorous, good-faith, arms-length negotiations between the Settlement Parties and is the result of the Debtors and the Monitor's exercise of sound business judgment.

K. Based upon the facts and circumstances of the Canadian Proceeding and the Chapter 15 Cases, as well as the Thirteenth Monitor's Report, the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate within the meaning of Bankruptcy Rules 7023 and 9019, and are in the best interests of the Debtors, their creditors, and other parties in interest.

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

**IT IS HEREBY ORDERED ADJUDGED AND DECREED THAT:**

1. The Motion is granted to the extent set forth herein.

2. Pursuant to sections 105(a), 363, 1501, 1507, 1520, and 1521 of the Bankruptcy Code and Bankruptcy Rules 7023 and 9019, the Settlement Agreement, a copy of which is annexed hereto as Exhibit A, is approved.

3. The Proof of Claim shall be deemed to be reduced and allowed as a Proven Claim (as defined in the Claims Procedure Order) in an unliquidated amount not to exceed the Maximum Settlement Amount.

4. The Final Approval Notice, substantially in the form annexed hereto as Exhibit B, is hereby approved and shall be deemed adequate and sufficient notice of the Submission Deadline, the procedures for filing Claim Forms, and the related relief granted in this Order if (a) served by ECF filing in the MDL on all Settlement Class Members known to Class Counsel, (b) published in *Parade Magazine* and *USA Today*, and (c) posted on the websites of the Monitor, Class Counsel, and the Claims Administrator, each no later than ten (10) calendar days after the date on which this Order becomes a Final Order.

5. The Long Form Notice, substantially in the form attached hereto as Exhibit C, is hereby approved. The Long Form Notice shall be available on the website maintained by the Claims Administrator and the websites of Class Counsel and the Monitor.

**I. CLAIMS SUBMISSION**

6. All Settlement Class Members who did not submit a timely Opt-Out Form and who wish to receive a share of the Net Settlement Amount must submit a Claim Form in the manner provided in paragraph 7 of this Order so that it is actually received **on or before** **[ \_\_\_\_\_ ], 2014 at 4:00 p.m. (Prevailing Eastern Time)** (the “Submission Deadline”) or be forever barred, estopped, and enjoined from asserting any Claim against the Maximum Settlement Amount Reserve, and the Monitor, the Debtors, and their respective property shall be

forever discharged and released from any and all indebtedness or liability with respect to such Claim.

7. The following procedures for the filing of Claim Forms are approved and shall apply:

- (a) No Settlement Class Member may submit an Opt-Out Letter and a Claim Form, and if a Settlement Class Member submits both an Opt-Out Letter and a Claim Form, the Claim Form will govern.
- (b) A Claim Form must: (i) be written in the English language; (ii) be denominated in lawful currency of the United States, (iii) conform substantially to the Claim Form, (iv) be signed by the Settlement Class Member or if the Settlement Class Member is not an individual, by an authorized agent of the Settlement Class Member; and (v) be executed under penalty of perjury in accordance with 11 U.S.C. §§ 152 and 3571.
- (c) A Claim Form shall be deemed timely filed only if the Claim Form is mailed, hand-delivered, or transmitted electronically via email or facsimile so as to be **actually received** by [CLAIMS ADMINISTRATOR] on or before the Submission Deadline at:

Arctic Glacier Settlement Processing Center  
c/o [CLAIMS ADMINISTRATOR]  
[ADDRESS 1]  
[ADDRESS 2]  
[EMAIL]  
[FAX]

- (d) Any Settlement Class Member who wishes to receive acknowledgement of receipt of its Claim Form may (i) submit a copy of the Proof of Claim Form and a self-addressed stamped envelope to [CLAIMS ADMINISTRATOR] along with the original Proof of Claim Form; (b) request email confirmation of receipt of its Claim Form; or (c) contact [CLAIMS ADMINISTRATOR] at [TOLL-FREE NUMBER].

8. Each Settlement Class Member may only submit one Claim Form and only one Claim Form may be submitted per household. Submission of more than one Claim Form per person and/or household shall render the second, and any subsequent, Claim Form invalid.

9. Each Settlement Class Member who submits a Claim Form shall be deemed to have submitted and consented to the jurisdiction of the Bankruptcy Court for the purposes of its Claim.

10. If a Settlement Class Member mistakenly transmits a Claim Form to Class Counsel on or prior to the Submission Deadline, Class Counsel shall promptly forward such Claim Form to the Claims Administrator, and such Claim Form shall be considered timely by the Claims Administrator.

11. The Claims Administrator shall provide a Settlement Class Member with a reasonable opportunity to correct an incomplete Claim Form. The Claim of any Settlement Class Member who, despite such opportunity, fails to correct an incomplete Claim Form will be invalid and such Settlement Class Member shall be forever barred, estopped, and enjoined from asserting such claim against the Maximum Settlement Amount Reserve, and the Monitor, the Debtors, and their respective property shall be forever discharged and released from any and all indebtedness or liability with respect to such Claim.

12. Within ten (10) days after the Submission Deadline, the Claims Administrator shall provide a spreadsheet (the “Claims Report”) to the Settlement Parties that contains information sufficient to determine: (a) which Claimants submitted a Claim Form; (b) which submitted Claim Forms are valid and timely and which are not; (c) which Claims the Claims Administrator proposes to treat as Approved Claims; (d) the amount proposed to be paid to each Approved Claimant; and (e) which Claim Forms the Claims Administrator has denied and the reasons for the denial.

13. The Claims Administrator shall retain all Claim Forms (including, as applicable, the envelopes with the postmarks) received from Claimants, and shall make copies or the originals available to Class Counsel, the Monitor, and/or the Debtors upon request.

**II. AUDIT AND CHALLENGE PROCEDURES**

14. The Settlement Parties shall each have the right to audit the information provided in the Claim Forms submitted by each Claimant who submits a Claim or Claims in excess of \$50.00, and to challenge the Claims Administrator's determinations regarding, among other things, approval or denial of each such Claim Form and the amount the Claims Administrator proposes to pay to each such holder of an Approved Claim.

15. Within fourteen (14) days of having received the Claim Forms and the Claims Report, the Settlement Parties shall meet and confer regarding any issues that the Monitor, the Debtors, or Class Counsel believe need to be raised with the Claims Administrator. If Class Counsel and counsel for the Debtors and for the Monitor cannot resolve these issues within twenty (20) days of having received the Claims Report, then Class Counsel, the Debtors, and/or the Monitor may provide written notice of their intent to audit the Claims Administrator's determinations with respect to a particular Claim or Claims.

16. All audits shall be presented to the Claims Administrator and the decision of the Claims Administrator shall be final; provided, however, that any dispute relating to the Claims Administrator's performance of its duties may be referred to this Court if it cannot be resolved consensually by the Settlement Parties and the Claims Administrator.

17. Class Counsel, the Debtors, and/or the Monitor may invoke their audit rights by providing written notice to each other and to the Claims Administrator. The notice shall identify the Claim or Claims that are the subject of the audit, and may be accompanied by

supporting papers of no more than two (2) pages (excluding exhibits) for each Claim being audited. Within fourteen (14) days of receipt of the notice and supporting papers, the non-auditing party may submit a written response of no more than two (2) pages (excluding exhibits) for each Claim being audited. The Claims Administrator shall decide any audits presented to them within ten (10) days of final submission.

18. The time periods and page limits set forth in paragraph 17 hereof may be extended by agreement of the Settlement Parties without further order of this Court.

### **III. DISTRIBUTION OF THE NET SETTLEMENT AMOUNT**

19. On the Payment Date, the Monitor is authorized to and shall distribute the Net Settlement Amount to the Claims Administrator for ultimate distribution to the holders of Approved Claims in accordance with Section 5.1.1 of the Settlement Agreement.

20. Within ten (10) days of receipt of the Net Settlement Amount, the Claims Administrator is authorized and directed to distribute the Net Settlement Amount to holders of Approved Claims in accordance with the terms of the Settlement Agreement and paragraph 21 hereof.

21. Only holders of Approved Claims shall be entitled to receive a share of the Net Settlement Amount. The Net Settlement Amount shall be allocated by the Claims Administrator as set forth below:

- (a) A holder of an Approved Household Claim will receive a cash distribution in the amount of \$6.00.
- (b) A holder of an Approved Excess Claim will receive a cash distribution in the amount of \$6.00 for the first ten bags and an additional cash distribution in the amount of \$0.60 per bag thereafter.
- (c) If the total amount claimed pursuant to (a) and (b) above, including any Incentive Awards that may be approved by separate Order, exceeds the Net Settlement Amount, the Approved Claims will be paid from the Net Settlement Amount on a pro rata basis per bag of ice claimed.

22. All distributions to Approved Claimants un-cashed for a period of one hundred twenty (120) days after the date of the distribution thereof shall be deemed unclaimed property and any entitlement of any Approved Claimant to such distributions shall be extinguished and forever barred. All such unclaimed property shall escheat in accordance with applicable law.

**IV. RELEASES AND EXCULPATION**

23. The releases set forth in Sections 9.1 and 9.2 of the Settlement Agreement are approved in all respects pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and shall be immediately effective on the Payment Date without further order or action on the part of the Court, any of the parties to such releases or any other party.

24. All persons releasing claims pursuant to Sections 9.1 and 9.2 of the Settlement Agreement are permanently enjoined from and after the Payment Date from taking any actions referred to in Section 9.1 against any Released Party.

25. None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of the Settlement Agreement, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.

**V. ADDITIONAL RELIEF**

26. The failure to include any particular section or provision of the Settlement Agreement or any related agreements in this Order shall not diminish or impair the effectiveness

of that provision, it being the intent of this Court that the Settlement Agreement and any related agreements, be approved and authorized in their entirety.

27. The Settlement Parties shall be, and hereby are, authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the transactions contemplated by the Motion and the Settlement Agreement and/or to effectuate the terms of this Order.

28. The Settlement Parties are authorized to make nonsubstantive changes to the Final Approval Notice without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make any conforming changes prior to their distribution or publication.

29. The terms and provisions of the Settlement Agreement and this Order shall be binding on and inure to the benefit of the Debtors, the Monitor, Class Counsel, the Named Plaintiffs, the Settlement Class, the Debtors' creditors, and all other parties in interest, and any successors of any of those parties, including any trustee, examiner, or receiver appointed under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions shall likewise be binding on such trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Monitor, Class Counsel, the Debtors or their creditors, or any trustee, examiner, or receiver.

30. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; and (b) the Debtors, the Monitor, and Class Counsel are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order.



31. To the extent there are any inconsistencies between the terms of this Order and the Settlement Agreement, the terms of this Order shall control.

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

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2013

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THE HONORABLE KEVIN GROSS  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**Settlement Agreement**

Exhibit A to U.S Approval Order

**EXHIBIT B**

**Final Approval Notice**

Exhibit B to U.S Approval Order

**EXHIBIT C**

**Long Form Notice**

Exhibit C to U.S Approval Order

**EXHIBIT D**

**Preliminary Approval Notice**

**Exhibit D to Settlement Agreement**

## Legal Notice

**If You Bought Packaged Ice From a Retailer****Your Rights May Be Affected by a Proposed Class Action Settlement**

A class action lawsuit alleges that Arctic Glacier, Home City Ice, and Reddy Ice (collectively, the “Companies”) conspired to fix and raise the price consumers paid for packaged ice. “Packaged Ice” is ice sold in bags. There is a proposed settlement (the “Proposed Settlement”) of a bankruptcy proof of claim based on the class action lawsuit with one of the Companies, Arctic Glacier. Home City Ice and Reddy Ice previously agreed to separate settlements.

**The Court’s Fairness Hearing:** The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) will hold a hearing on **Month 00, 2013 at \_\_\_\_\_** to consider whether to approve the Proposed Settlement. At the hearing, the Bankruptcy Court will also consider whether to approve Class Counsel’s request for attorneys’ fees in an amount not to exceed 33 and 1/3% of the Maximum Settlement Amount, plus attorneys’ costs not to exceed \$350,000, and a \$1,000 payment to each named plaintiff.

**Who Is Included?** If the Proposed Settlement is approved by the Bankruptcy Court, you will be a member of the “Settlement Class” if you bought Packaged Ice: (I) made by any of the Companies between January 1, 2001 and March 6, 2008 (the “Settlement Class Period”) in any of the following states: (a) Arizona; (b) California; (c) Iowa; (d) Kansas; (e) Maine; (f) Massachusetts; (g) Michigan; (h) Minnesota; (i) Mississippi; (j) Nebraska; (k) Nevada; (l) New Mexico; (m) New York; (n) North Carolina; (o) Tennessee; and/or (p) Wisconsin (collectively, the “Claims States”); and (II) made by any of the Companies from a retailer – such as a grocery store, convenience store, or gas station. You are not included if you bought ice directly from one of the Companies or in a location other than the Claims States.

**What Does The Proposed Settlement Provide?** The Proposed Settlement provides for cash payments of an aggregate amount not to exceed \$3,950,000 (the “Maximum Settlement Amount”) in exchange for the Settlement Class’ release of certain claims against Arctic Glacier and certain other parties. Members of the Settlement Class who submit a “Claim Form” may be entitled to receive cash in the amount of \$6.00 for claiming purchase of three or more bags of Packaged Ice. To receive more than \$6.00, members of the Class must claim purchases of more than ten bags of Packaged Ice, with proof of purchase for each bag of Packaged Ice exceeding 10 bags. Holders of approved claims will receive \$6.00 for the first ten bags and \$0.60 for each additional bag. Payment amounts may be reduced proportionally under certain circumstances. For more information concerning the terms of the Proposed Settlement, please visit [www.\\_\\_\\_\\_.com](http://www.____.com) [claims administrator website]; [www.\\_\\_\\_\\_.com](http://www.____.com) [class counsel website]; or [www.\\_\\_\\_\\_.com](http://www.____.com) [monitor website].

**What Are Your Options?** If the Proposed Settlement is approved by the Bankruptcy Court, you will be legally bound by it and will forfeit your right to sue Arctic Glacier and certain other parties for any claim released by the Proposed Settlement. If you do not want to be legally bound by the Proposed Settlement or do not want to release your claims, you must exclude yourself in writing to the [CLAIMS ADMINISTRATOR] so that it is actually received no later than [\_\_\_\_], 2013 at [\_\_\_\_] p.m. (Prevailing Eastern time). If you choose to exclude yourself, you must do so at your

own risk and expense (including the risk that any new lawsuit is already barred by certain Orders made in Arctic Glacier's bankruptcy proceedings). If you do not exclude yourself, you may object to the Proposed Settlement or you or your lawyer may appear and speak at the hearing – at your own cost. The deadline to submit objections is [\_\_\_\_], 2013 at [\_\_\_\_] p.m. (**Prevailing Eastern time**). For more information concerning your options, please visit [www.\\_\\_\\_\\_.com](http://www.____.com) [claims administrator website]; [www.\\_\\_\\_\\_.com](http://www.____.com) [class counsel website]; or [www.\\_\\_\\_\\_.com](http://www.____.com) [monitor website].

**How Do You Ask For A Cash Payment?** If the Bankruptcy Court approves the Proposed Settlement, Claim Forms will be available at [www.\\_\\_\\_\\_.com](http://www.____.com) [claims administrator website]; [www.\\_\\_\\_\\_.com](http://www.____.com) [class counsel website]; or [www.\\_\\_\\_\\_.com](http://www.____.com) [monitor website].

**How Do You Get More Information?** Visit [www.\\_\\_\\_\\_.com](http://www.____.com) [claims administrator website]; [www.\\_\\_\\_\\_.com](http://www.____.com) [class counsel website]; or [www.\\_\\_\\_\\_.com](http://www.____.com) [monitor website] to get detailed information about the Proposed Settlement and your rights.

**EXHIBIT E**

**Final Approval Notice**

**Exhibit E to Settlement Agreement**



*In re Arctic Glacier International Inc., et al.*  
Case No. 12-10605 (KG) (U.S. Bankruptcy Court, D. Del.) Jointly Administered

**IF YOU BOUGHT PACKAGED ICE FROM A RETAILER  
Your Rights May Be Affected By A Court Approved Settlement**

This Notice is provided pursuant to Bankruptcy Rule 7023 and an Order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). A class action lawsuit alleges that Arctic Glacier, Home City Ice, and Reddy Ice (the "Companies") conspired to fix and raise the price consumers paid for packaged ice. "Packaged Ice" is ice sold in bags. On [\_\_\_\_], the Bankruptcy Court approved a settlement of a bankruptcy proof of claim based on the lawsuit against one of the companies, Arctic Glacier (the "Settlement"). Home City Ice and Reddy Ice previously agreed to separate settlements.

Pursuant to the Settlement, you may be entitled to a cash payment if you bought from a retailer packaged ice made by Arctic Glacier, Home City Ice, or Reddy Ice (or any of their subsidiaries or predecessors) between January 1, 2001 and March 6, 2008 (the "Settlement Period") in any of the following states: AZ, CA, IA, KS, ME, MA, MI, MN, MS, NE, NV, NM, NY, NC, TN, or WI (collectively, the "Claims States"). Copies of the order approving the Settlement, as well as notices describing in full the procedures for submission of a Claim Form may be obtained, free of charge, at [www.\\_\\_\\_\\_.com](http://www.____.com).

**TO RECEIVE A CASH PAYMENT, YOU MUST COMPLETE, SIGN AND RETURN THE CLAIM FORM PROVIDED BELOW, WHICH MUST BE POSTMARKED OR HAND DELIVERED, OR SUBMITTED VIA EMAIL OR FACSIMILE, SO THAT IT IS ACTUALLY RECEIVED NO LATER THAN MONTH 00, 2014 at \_\_\_\_] AT THE ADDRESS BELOW.**

**CLAIM FORM**

**PLEASE SUBMIT YOUR COMPLETED CLAIM FORM ONLINE AT [WWW.\\_\\_\\_\\_.COM](http://www.____.com) OR MAIL IT TO:**

Arctic Glacier Settlement Processing Center  
c/o [CLAIMS ADMINISTRATOR]  
[ADDRESS 1]  
[ADDRESS 2]  
[EMAIL]  
[FAX]

**FAILURE TO SUBMIT YOUR COMPLETED CLAIM FORM BY MONTH 00, 2014 at \_\_\_\_] OR TO PROVIDE THE REQUIRED INFORMATION REQUESTED BELOW MAY RESULT IN THE REJECTION OF YOUR CLAIM. YOU MAY SUBMIT ONLY ONE CLAIM FORM PER HOUSEHOLD.**

1. Print Your Name: \_\_\_\_\_
2. E-Mail: \_\_\_\_\_
3. Street Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_
4. Phone Number: (\_\_\_\_ \_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

5. Please state the number of bags of packaged ice made by either Arctic Glacier, Home City Ice or Reddy Ice that you purchased from a retailer in the Claims States during the Settlement Period. Please check only one box.

I purchased 3 or more bags; **or**

I purchased more than 10 bags and have proof of purchase – specify total number of bags: \_\_\_\_\_

**TO RECEIVE \$6.00** you must claim purchase of three or more bags.

**TO RECEIVE MORE THAN \$6.00** you must claim purchases of more than ten bags, and provide proof of purchase for each bag in excess of ten bags. You will receive \$6.00 for the first ten bags and \$0.60 for each additional bag. **Failure to include Proof of Purchase for Claims in excess of ten bags will limit your recovery to ten bags of Packaged Ice. Submission of false or fraudulent claims will result in the Claim being rejected in its entirety.**

I hereby certify, under penalty of perjury, in connection with this federal action, that I purchased the above-referenced number of bags of packaged ice stated above.

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Signature of Claimant: \_\_\_\_\_

QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_.COM](http://WWW._____.COM) OR CALL [TOLL-FREE NUMBER]