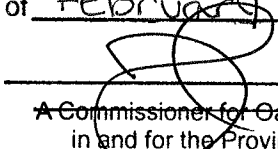


This is Exhibit CC referred to in the

Affidavit of Keith McMahon

SWORN before me this 21<sup>st</sup> day  
of February, A.D. 2012

  
A Commissioner for Oaths / Notary Public  
in and for the Province of Manitoba  
~~My Commission expires~~

## Letter of Credit Indemnity Agreement

To: The Toronto-Dominion Bank (the "**Bank**")

From: Arctic Glacier Inc. (the "**Customer**")

Date: December 14<sup>th</sup>, 2011

**WHEREAS** the Bank and the Customer were originally parties to that certain Fourth Amended and Restated Loan Agreement dated as of February 10<sup>th</sup>, 2010 by and among the Bank, as Canadian Administration Agent, Toronto Dominion (Texas) LLC, as U.S. Administration Agent, the Customer, as Canadian Borrower, Arctic Glacier International Inc. ("**AGII**"), as U.S. Borrower (the Customer and AGII being collectively referred to herein as the "**Borrowers**"), Arctic Glacier Income Fund, as a guarantor, the Bank, The Bank of Nova Scotia and Roynat Inc. as Canadian Lenders and Toronto Dominion (New York), LLC, The Bank of Nova Scotia and Roynat Business Capital Inc., as U.S. Lenders and such other lenders from time to time party thereto (the Canadian Lenders, the U.S. Lenders and such other lenders being, collectively, the "**Senior Lenders**"), and certain direct or indirect Subsidiaries of the Borrowers, as Guarantors (as amended, modified, supplemented, amended and restated or replaced from time to time, the "**Senior Loan Agreement**"), the Senior Lenders agreed to extend credit to the Borrowers on the terms and conditions set forth therein and issued the Letter of Credit (as defined below) thereunder.

**AND WHEREAS** the Bank is a party to that certain Assignment and Assumption Agreement dated the date hereof (the "**Assignment**"), whereby the Senior Lenders have assigned all of their right, title and interest under the Senior Loan Agreement and all related documents to CPPIB Credit Investments Inc. and certain West Face Capital funds and limited partnership entities, as more particularly described therein (the "**Assignees**").

**AND WHEREAS** notwithstanding the Assignment, the Customer has requested that the Letter of Credit issued by the Bank remain outstanding in favour of the beneficiary named therein.

**AND WHEREAS** notwithstanding that the Letter of Credit was originally issued under the Senior Loan Agreement and the assignment by the Bank of all of its right, title and interest thereunder pursuant to the Assignment, the Customer, the Bank and the Assignees have agreed and acknowledged, pursuant to the Acknowledgement, that the Letter of Credit shall not be governed by the Senior Loan Agreement and shall be governed by this Agreement.

The Customer hereby agrees to the following terms and conditions:

### 1. Authorization to Issue Letter of Credit

The Customer has previously authorized and requested the Bank to issue the letter of credit in the amount of US\$125,000 to Marlange Realty Associates (the "**Letter of Credit**") and the Letter of Credit was issued, as further described in the Transition Credit Agreement dated the date hereof, executed by, among others, the Customer and the Bank (the "**Transition Credit Agreement**") and as is now secured by the Assignment of Term Deposits and Credit Balances dated the date hereof, executed by the Customer in favour of the Bank (the "**Assignment of Credit Balances**").

### 2. Letter of Credit Fees

In consideration of the issuance and continuance of the Letter of Credit, the Customer has paid or agrees to pay to the Bank the fees as indicated below. The fees specified in paragraphs 2(a) to 2(d) below are referred to in this Letter of Credit Indemnity Agreement as the "**L/C Fee**".

- a) The Customer has, in advance, paid a quarterly fee equal to USD \$2,076.39 for the period from the date hereof until the current maturity date of the Letter of Credit.

- b) In the event that the Letter of Credit is terminated or cancelled prior to its scheduled expiry date for any reason whatsoever, no part of the L/C fee shall be refunded by the Bank.

### **3. Renewals**

Until otherwise instructed by the Customer in writing, the Bank may extend or renew the Letter of Credit without requiring a further authorization or request from the Customer and the indemnity herein shall apply to such extension or renewal as if the same were the original Letter of Credit.

For each Letter of Credit renewed, the Customer agrees to pay to the Bank the L/C Fee as indicated in Section 2.

### **4. Amendments**

The indemnity herein shall apply to any and all amendments to the Letter of Credit as if the amended letter of credit were the original Letter of Credit.

### **5. Payment of L/C Fees and Payment Amount**

The Bank is authorized to debit any of the Customer's accounts or term deposits (including, without limitation, any accounts or term deposits contemplated under the Assignment of Credit Balances) with the amount of the L/C Fee and any Payment Amount (as defined in paragraph 6 herein), and all other amounts becoming due and owing in connection with the Letter of Credit.

### **6. Indemnity and Reimbursement**

The Customer unconditionally and irrevocably authorizes the Bank to pay any amount of any demand made on the Bank under and in accordance with the terms of the Letter of Credit. Any demand or request made upon the Bank for payment under any Letter of Credit or any renewal thereof will be the Bank's sufficient authority to pay thereunder and the Bank shall not be required to determine the validity or sufficiency of such demand or request.

The Customer will indemnify the Bank and save the Bank, its successors and assigns, harmless from and against any and all losses, costs, damages or expenses which the Bank may suffer or reasonably incur in any manner whatsoever by reason of the Bank giving the Letter of Credit or any renewal thereof.

The Customer hereby agrees to reimburse the Bank for the amount of all payments made by the Bank under the Letter of Credit issued by the Bank hereunder (such amount hereinafter referred to as the "**Payment Amount**"). The Customer will make such reimbursement immediately upon written demand by the Bank. Any amount not paid when demanded shall result in a default under this Letter of Credit Indemnity Agreement and a default under each of the Transition Credit Agreement and the Assignment of Credit Balances.

The Customer hereby agrees to indemnify and save the Bank and its successors and assigns harmless from and against any and all losses, costs, damages and expenses which the Bank may suffer or incur in any manner whatsoever by reason of the Bank issuing the Letter of Credit or taking any action in connection with the Letter of Credit, including but not limited to reasonable legal fees and court costs however incurred by the Bank with respect to the Letter of Credit or in connection with collecting any sums due from the Customer hereunder. The Customer covenants, undertakes and agrees that it will, if requested by the Bank, at its expense, retain counsel acceptable to the Bank in order to intervene in and defend any action, law suit or proceeding which may be brought against the Bank with respect to the Letter of Credit or any payment made or to be made thereunder.

The Customer agrees that, in all circumstances, where the Customer is of the view that a payment should not be made by the Bank under the Letter of Credit, the Customer's sole recourse shall be the making an application to the court of appropriate jurisdiction, with appropriate notice to the Bank, for an order or

declaration enjoining payment by the Bank pursuant to the Letter of Credit (to the extent that such relief may be available at law), the whole at the Customer's expense.

The Customer agrees that it will not under any circumstances, regardless of how extraordinary, unintended or unforeseen such circumstances may be, claim or insist that the Bank should refrain or should have refrained from making payment under the Letter of Credit by virtue of it being aware, actually, constructively or otherwise, of facts justifying the Bank declining to make a payment under the Letter of Credit.

The Customer's obligation to reimburse the Bank under this Letter of Credit Indemnity Agreement for payments and disbursements made by the Bank under the Letter of Credit is absolute and unconditional under any and all circumstance and irrespective of any set-off, counterclaim or defence to payment which the Customer may have or have had against the Bank or the beneficiary of the Letter of Credit.

The Bank shall not have any responsibility or liability for, or any duty to inquire into, the authorization, execution, signature, endorsement, correctness, genuineness, or legal effect of any certificate or other document presented to the Bank pursuant to the Letter of Credit and the Customer fully and unconditionally assumes all risks with respect to same. The Bank shall not be responsible for:

- a) the validity of certificates or other documents delivered under or in connection with the Letter of Credit that appear on their face to be in order, even if such certificates or other documentation should in fact prove to be invalid, fraudulent or forged;
- b) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail, email, cable, telegraph, telefax, or otherwise;
- c) errors in transaction or errors in the interpretation of technical terms or for errors in the calculation of amounts demanded under the Letter of Credit;
- d) any failure or inability of the Bank to make payment under the Letter of Credit as a result of any requirement of law or by reason of any control or restriction rightfully or wrongfully exercised by any person, asserting or exercising governmental or permanent powers; or
- e) for any other consequences arising in respect of a failure by the Bank to honour the Letter of Credit due to reasons beyond the control of the Bank and none of the above shall affect or impair any of the rights or powers of the Bank hereunder or the obligations of the Customer.

Without limiting the generality of the foregoing, it is agreed that any payment made by the Bank in good faith under and in accordance with the terms of the Letter of Credit shall be binding upon the Customer and shall not result in any liability of the Bank to the Customer and shall not lessen the obligations of the Customer under this Letter of Credit Indemnity Agreement.

## **7. Miscellaneous**

**Currency Indemnity:** The Payment Amount must be made in the currency of the Letter of Credit. The Customer shall indemnify the Bank for any loss suffered by the Bank if the Letter of Credit is paid in a currency other than the currency of the Letter of Credit.

**Assignment:** The Bank may assign this Letter of Credit Indemnity Agreement without the Customer's consent.


**Entire Agreement:** This Letter of Credit Indemnity Agreement and the Transition Credit Agreement are the principle agreements relating to the Customer's obligations to indemnify the Bank for the Letter of Credit. In the event of any inconsistency between this Letter of Credit Indemnity Agreement and the Transition Credit Agreement, the terms and conditions of this Letter of Credit Indemnity Agreement shall govern.


**Governing Law:** This Letter of Credit Indemnity Agreement shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

**Execution:** This Letter of Credit Indemnity Agreement may be executed and delivered by facsimile transmission or by email in "pdf" format and the Bank may rely on such facsimile and "pdf" format signatures as though such facsimile and "pdf" format signatures were originals.

**[Intentionally Left Blank – Signature Page Follows]**

ARCTIC GLACIER INC.

Per:   
(Authorized Signing Officer)

Per:   
(Authorized Signing Officer)