

IN THE MATTER OF PACKAGED ICE CLASS ACTION LITIGATION

Notice of Certification as a Class Proceeding, and of the Opt-Out Process

This notice may affect your rights. Please read carefully.

Pour un avis en français, prière de visiter notre site Web approprié au www.iceantitrust.com.

TO: Those companies in Ontario, British Columbia, Alberta, Saskatchewan and Quebec who purchased packaged cubed, crushed, half-moon and block ice ("Packaged Ice") in Canada directly from Arctic Glacier, Inc., its parents, subsidiaries and affiliates from January 1, 2001 to March 8, 2008 ("the Class Period"), except for the Defendants (as defined below) and persons related to the Defendants (the "Class Members").

(Persons who purchased individual bags of ice from retail outlets are not Class Members, and are not affected by this Notice.)

What is this Notice about?

A class action lawsuit was initiated in Ontario (Court File No. 10-CV-14457) at Windsor ("the Action"), alleging that the defendants Arctic Glacier, Inc. and Reddy Ice Holdings, Inc. ("the Defendants") conspired to fix the price of Packaged Ice in Canada in violation of the common law and the Canadian Competition Act.

It is important to note that the Defendant, Arctic Glacier Inc., received Court protection from its creditors, including the Class Members, under the Companies' Creditors Arrangement Act ("CCAA"), in February of 2012. The Representative Plaintiff in this Action preserved the rights of the Class as claimants against Arctic Glacier by filing a claim in Arctic Glacier's CCAA restructuring.

It is also important to note that the other Defendant to this action, Reddy Ice Holdings, Inc., sought creditor protection under Chapter 11 insolvency processes in the United States in April 2012.

The parties have signed a Settlement Agreement for the Action, which is subject to approval of the Court. Under the terms of the Settlement Agreement, Arctic Glacier, Inc. alone will pay a sum through the CCAA Proceeding, for distribution to certain Class Members ("the Settlement Amount"), in exchange for a full release of claims by the Class against the Defendants relating to the Action. The Settlement Amount will be up to \$2 million being the value of the accepted proof of claim in the CCAA proceedings, or a lower amount that will be paid if there is insufficient money in the Arctic Glacier CCAA process to pay the proof of claim and satisfy the settlement amount in full. The settlement is a compromise of disputed claims. The Defendants deny any wrongdoing, and this settlement does not mean that they did anything wrong.

At a hearing held in London, Ontario on July 11, 2013, the Ontario Superior Court of Justice certified the Action as a class proceeding for settlement purposes, and set an opt-out procedure. The Court also set September 6, 2013 at 2:30pm Eastern as the date and time for a further hearing in London, when the parties will ask the Court to approve the Settlement Agreement, which includes a Distribution Protocol for Class Members, and when the Plaintiff will ask the Court to approve fees for its lawyers in the amount of 30% of the Settlement Amount, plus litigation expenses and applicable taxes. In addition, a statutory levy of 10% of the Net Settlement Amount (the sum after the deduction of Counsel's approved fees and expenses) will be payable to the Ontario Class Proceedings Fund, which provided support to the Action.

Notice of the outcome of that settlement approval hearing will be available thereafter at the website address set out at the bottom of this Notice. There will be no further publications otherwise with respect to this settlement.

How will the Net Settlement Amount be distributed?

Under the terms of the Distribution Protocol, if approved, a portion of the Net Settlement Amount will be paid to the companies within the Class that purchased the largest amount of Packaged Ice within the Class Period (including companies that operate under a common Chain/Banner Group, who will be represented collectively by their Chain/Banner Entity). The Class Members to receive payments will be notified by a direct mailing and will not be required to file any request for payment.

The settlement share of those Class Members will be determined as a percentage of the Net Settlement Amount relative to the volume of their Packaged Ice purchases during the Class Period. The settlement share of a Chain/Banner Group will be distributed to its Chain/Banner Entity, which will be directed by the Court to utilize and if necessary distribute the settlement share paid to it within its Chain/Banner Group in a manner which is generally consistent with the pattern of Packaged Ice purchases made by the Chain/Banner Entity and/or its Chain/Banner Group members from Arctic Glacier, Inc., its parents, subsidiaries and affiliates during the Class Period.

Under the terms of the Distribution Protocol, any settlement share which is not distributed to Class Members for whatever reason will be distributed equally between the Retail Council of Canada and the Canadian Convenience Stores Association for the general benefit of those Class Members not designated to receive a direct payment from the Net Settlement Amount because the cost and difficulty of administering those smaller claims is prohibitive.

What are my rights?

A Class Member which does not want to be bound by the Settlement Agreement may opt out of the Action and retain any right they may have to commence an individual lawsuit against the Defendants, at their own risk and expense (including the risk that any new lawsuit is already barred by certain Orders made in the insolvency proceedings entered into by both Defendants). A written request to opt out must be sent to counsel c/o Heather Rumble Peterson, Sutts, Strosberg LLP, 600 – 251 Goyeau Street, Windsor, Ontario, N9A 6V4, by mail, courier or facsimile (1.866.316.5308) **postmarked on or before August 26, 2013 and must include:** the Class Member's full name, address and telephone number; a signed request to be excluded from the Class Action; and a statement whether the Class Member does or does not intend to attempt to commence a lawsuit against the Defendants regarding the alleged conspiracy. A request to opt out from a Chain/Banner Store will only be effective if the Chain/Banner Entity opts out for its entire Chain/Banner Group. Companies which opt out will not be entitled to receive payment in the settlement.

Class Members which do not opt out will be bound by the Settlement Agreement, in exchange for the release of certain legal rights against the Defendants. Class Members which do not opt out may also object to the settlement, if they deliver a copy of their written objection to Class Counsel **on or before August 23, 2013**. Class Counsel undertakes to provide any submissions received to the Court.

Where can I get further information?

This notice contains only a summary of the Settlement Agreement, the opt-out procedure and the Distribution Protocol. If there is a conflict between the provisions of this notice and the Settlement Agreement and/or the approval Order, the terms of the Settlement Agreement and/or the approval Order shall prevail.

The Class is encouraged to review all relevant documents at www.iceantitrust.com. For questions that are not answered online, please contact Heather Rumble Peterson ("Class Counsel") for the Class by email at packagedice@strosbergco.com or toll-free at **1-800-229-5323, ext 8296**. Do not contact the Ontario Court with any questions.