

**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 Purchase Claim Settlement)**

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

THE HONOURABLE	)	WEDNESDAY, THE 16 <sup>th</sup> DAY
	)	
MADAM 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**

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**"), counsel for Trustees of Arctic Glacier Income Fund, counsel for Desert Mountain Ice LLC and Peggy Johnson, counsel for Robert Nagy and Keith Burrows, counsel for the Purchasers, Arctic Glacier LLC, Arctic Glacier Canada Inc., and Arctic Glacier USA Inc., counsel for certain of the Management Claimants and Canadian Counsel to

Wild Law Group, Canadian counsel to US Indirect Purchaser Class Action Plaintiff, and also appearing the Chief Process Supervisor and representatives of Indaba Capital Management LLC, Fulcra Asset Management Inc. and Stoneline, no one appearing for any other party although duly served as appears from the affidavit of service, filed:

### **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 "E" 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.

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

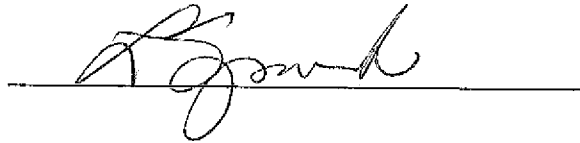
Settlement, including seeking the Preliminary Approval Order and the U.S. Approval Order from the U.S. Bankruptcy Court.

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 Proceedings, 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.

## **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.

A handwritten signature in dark ink, appearing to read "A. G. Smith", is written over a horizontal line.

**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.