# **SCHEDULE "C"**

# PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE ARCTIC GLACIER PARTIES<sup>1</sup>

1. N	Name of Arctic Glacier Party or Parties (the "Debtor"):		
[	Debtor:		
2a. C	Original Claimant (the "Claimant")		
Legal Nam Claimant	ne of	Name of Contact	
Address		Title	
		Phone #	
City	Prov /State	email	
Postal/Zip Code			
2b. A	Assignee, if claim has been assigned		
Legal Nam Assignee	ne of	Name of Contact	
Address		Phone #	
		Fax #	
0''	Prov		
City	/State	email:	
Postal/Zip Code			

<sup>&</sup>lt;sup>1</sup> Arctic Glacier Income Fund, Arctic Glacier Inc., Arctic Glacier International Inc., 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. and Glacier Valley Ice Company, L.P. (California) (collectively, the "Arctic Glacier Parties").

#### 3 Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest to October 31, 2012)	Unsecured Claim	Secured Claim

### 4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification			
I hereby certify that:			
<ol> <li>I am the Claimant or authorized representative of the Claimant.</li> <li>I have knowledge of all the circumstances connected with this Claim.</li> <li>The Claimant asserts this Claim against the Debtor as set out above.</li> <li>Complete documentation in support of this claim is attached.</li> </ol>			
	Witness:		
Signature:			
Name:	(signature)		
Title:	(print)		
Dated at this day of	, 2012		

# 6. Filing of Claim

This Proof of Claim must be received by the Monitor by 5:00 p.m. (Winnipeg time) on October 31, 2012 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Arctic Glacier Monitor

Address: Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900, P.O. Box 22

Toronto, ON Canada M5J 2J1

**Attention:** Melanie MacKenzie and Joshua Nevsky

Email: mmackenzie@alvarezandmarsal.com, jnevsky@alvarezandmarsal.com

Fax No.: 416-847-5201

For more information see <a href="www.alvarezandmarsal.com/arcticglacier">www.alvarezandmarsal.com/arcticglacier</a>, or contact the Monitor by telephone (1-866-688-0510)

### **SCHEDULE "C-2"**

# CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE ARCTIC GLACIER PARTIES<sup>2</sup>

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the Arctic Glacier Parties. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at <a href="https://www.alvarezandmarsal.com/arcticglacier">www.alvarezandmarsal.com/arcticglacier</a> or contact the Monitor, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on September 5, 2012 (the "Claims Procedure Order"), the terms of the Claims Procedure Order will govern.

## **SECTION 1 – DEBTOR**

1. The full name of the Arctic Glacier Party or Parties against which the Claim is asserted must be listed (see footnote 1 for complete list of Arctic Glacier Parties).

# **SECTION 2(a) – ORIGINAL CLAIMANT**

- 2. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the Debtor.
- 3. The Claimant shall include any and all Claims it asserts against the Debtor in a single Proof of Claim.
- 4. The full legal name of the Claimant must be provided.
- 5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 6. If the Claim has been assigned or transferred to another party, Section 2(b) must also be completed.
- 7. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.
- 8. Certain Claimants are exempted from the requirement to file a Proof of Claim. Among those Claimants who do not need to file a Proof of Claim are persons whose Claims

<sup>&</sup>lt;sup>2</sup> Arctic Glacier Income Fund, Arctic Glacier Inc., Arctic Glacier International Inc., 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. and Glacier Valley Ice Company, L.P. (California) (collectively, the "Arctic Glacier Parties").

form the subject matter of the Indirect Purchaser Litigation, the Canadian Retail Litigation or the Direct Purchaser Litigation. Please consult the Claims Procedure Order for details with respect to these and other exemptions.

# SECTION 2(b) - ASSIGNEE

- 9. If the Claimant has assigned or otherwise transferred its Claim, then Section 2(b) must be completed.
- 10. The full legal name of the Assignee must be provided.
- 11. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 12. If the Monitor in consultation with the Debtor is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

### SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

13. Indicate the amount the Debtor was and still is indebted to the Claimant in the Amount of Claim column, including interest to October 31, 2012.

# Currency

- 14. The amount of the Claim must be provided in the currency in which it arose.
- 15. Indicate the appropriate currency in the Currency column.
- 16. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- 17. If necessary, currency will be converted in accordance with the Claims Procedure Order.

#### **Unsecured Claim**

18. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

# **Secured Claim**

19. Check this box ONLY if the Claim recorded on that line is a secured claim.

## **SECTION 4 - DOCUMENTATION**

20. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

## **SECTION 5 - CERTIFICATION**

- 21. The person signing the Proof of Claim should:
  - (a) be the Claimant or authorized representative of the Claimant.
  - (b) have knowledge of all the circumstances connected with this Claim.
  - (c) assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached.
  - (d) have a witness to its certification.
- 22. By signing and submitting the Proof of Claim, the Claimant is asserting the claim against the Debtor.

## **SECTION 6 - FILING OF CLAIM**

23. The Proof of Claim must be received by the Monitor by 5:00 p.m. (Winnipeg time) on October 31, 2012 (the "Claims Bar Date") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Arctic Glacier Monitor

Address: Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900, P.O. Box 22

Toronto, ON Canada M5J 2J1

**Attention:** Melanie MacKenzie and Joshua Nevsky

Email: mmackenzie@alvarezandmarsal.com, jnevsky@alvarezandmarsal.com

Fax No.: 416-847-5201

Failure to file your Proof of Claim so that it is <u>actually received</u> by the Monitor by 5:00 p.m., on the Claims Bar Date will result in your claim being barred and you will be prevented from making or enforcing a Claim against the Arctic Glacier Parties. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the Arctic Glacier CCAA proceedings.