

**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. AND ARCTIC GLACIER
INTERNATIONAL INC. and the ADDITIONAL
APPLICANTS LISTED ON SCHEDULE "A" HERETO"

(collectively, the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**THIRD REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.
MAY 14, 2012**

Date of Hearing: Tuesday, May 15, 2012 at 2:00 p.m.
Before the Honourable Madam Justice Spivak

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1.0 INTRODUCTION

1.1 Pursuant to an order of The Court of Queen's Bench (Winnipeg Centre) (the "**Court**") dated February 22, 2012 (the "**Initial Order**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as Monitor (the "**Monitor**") in respect of an application filed by Arctic Glacier Income Fund ("**AGIF**"), Arctic Glacier Inc. ("**AGI**"), Arctic Glacier International Inc. ("**AGII**") and those entities listed on **Appendix "A"** (the "**Additional Applicants**"), (collectively, the "**Applicants**") seeking certain relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The proceedings commenced by the Applicants under the Initial Order are referred to herein as the "**CCAA Proceedings**".

1.2 In connection with the Applicants' application for protection under the CCAA, A&M provided this Honourable Court with a pre-filing report (the "**Pre-Filing Report**") dated February 21, 2012 in its capacity as the proposed monitor.

1.3 The Initial Order, among other things:

- a) Granted a stay of proceedings (the "**Stay**") until March 23, 2012 as against the Applicants as well as against Glacier Valley Ice Company, L.P. ("**Arctic LP**"), a U.S. based limited partnership whose general partner is the Additional Applicant Mountain Water Ice Company. Arctic LP and the Applicants are collectively referred to herein as "**Arctic Glacier**", or the "**Company**";
- b) Authorized and directed the Company to immediately commence a Sale and Investor Solicitation Process (the "**SISP**") for the purpose of offering

the opportunity for potential investors to purchase or invest in the business and operations of Arctic Glacier as a going concern, or to sponsor a plan of compromise or arrangement. A summary of the SISP was included in the Pre-Filing Report;

- c) Approved the engagement of the Financial Advisor and the appointment of the Chief Process Supervisor (“CPS”);
- d) Entitled the Company (subject to the terms of and availability under the Commitment Letter and Definitive Documents) to pay reasonable expenses, including paying for goods or services supplied to the Company prior to the date of the Initial Order, with the consent of the Monitor, and goods or services supplied to the Company following the date of the Initial Order;
- e) Authorized and directed the Company to enter into and borrow under the DIP Facility provided by the DIP Lenders, provided that borrowings under the DIP Facility shall not exceed a combined total of CDN\$26 million and US\$24 million unless permitted by further order of this Honourable Court; and
- f) Directed the Monitor, as a foreign representative of the Applicants, to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States Bankruptcy Code, 11 U.S.C. Sec. 101-1330, as amended (the “**Chapter 15 Proceedings**”).

- 1.4 The Monitor filed its First Report to Court dated March 12, 2012 (the "**First Report**") in support of the Applicants' motion (the "**First Stay Extension Motion**") for an Order:
- a) Extending the Stay until April 5, 2012; and
 - b) Approving the Pre-Filing Report and the First Report and the Monitor's activities described therein.
- 1.5 On March 15, 2012, this Honourable Court issued the Order sought in the First Stay Extension Motion.
- 1.6 The Monitor filed its Second Report to Court dated March 30, 2012 (the "**Second Report**") in support of the Applicants' motion (the "**Second Stay Extension Motion**") for an Order:
- a) Extending the Stay until June 15, 2012; and
 - b) Approving the Second Report and the Monitor's activities described therein.
- 1.7 On April 3, 2012, this Honourable Court issued the Order sought in the Second Stay Extension Motion, however the stay was extended until June 27, 2012.
- 1.8 The purpose of this report (the "**Third Report**") is to provide information to this Honourable Court regarding the following:
- a) the status of the SISP;

- b) the settlement of the motion brought by the Direct Purchaser Plaintiffs (as defined below); and
- c) the Monitor's recommendation in respect of the Consent Order (as defined below) implementing the settlement of the Direct Purchaser Motion (as defined below).

1.9 Further information regarding these proceedings can be found on the Monitor's website at <http://www.alvarezandmarsal.com/arcticglacier>.

2.0 TERMS OF REFERENCE

2.1 In preparing this Third Report, A&M has necessarily relied upon unaudited financial and other information supplied, and representations made, by certain senior management of Arctic Glacier ("**Senior Management**"). Although this information has been subject to review, A&M has not conducted an audit or otherwise attempted to verify the accuracy or completeness of any of the information of the Applicants. Accordingly, A&M expresses no opinion and does not provide any other form of assurance on or relating to the accuracy of any information contained in this Third Report, or otherwise used to prepare this Third Report.

2.2 Certain of the information referred to in this Third Report consists of financial forecasts and/or projections or refers to financial forecasts and/or projections. An examination or review of financial forecasts and projections and procedures, in accordance with standards set by the Canadian Institute of Chartered Accountants, has not been performed. Future oriented financial information referred to in this Third Report was prepared based on estimates and assumptions provided by Senior Management. Readers

are cautioned that since financial forecasts and/or projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, and such variations could be material.

- 2.3 The information contained in this Third Report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Applicants.
- 2.4 Capitalized terms not otherwise defined in this Third Report are as defined in the Initial Order, the Pre-Filing Report, the First Report and the Second Report.
- 2.5 Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in United States dollars, which is the Company's common reporting currency.

3.0 UPDATE REGARDING THE SALE AND INVESTOR SOLICITATION PROCESS

- 3.1 The Monitor provided an overview of the SISP to this Honourable Court in its Pre-Filing Report. In the First Report and the Second Report, the Monitor provided details of its activities in connection with the SISP.
- 3.2 As set out in the Second Report, pursuant to the SISP, the deadline for the submission of non-binding letters of intent ("LOIs") to the Financial Advisor was 5:00 pm (CST) on March 28, 2012 (the "**Phase I Bid Deadline**"). A number of LOIs were submitted prior to the Phase I Bid Deadline. The LOIs were subsequently evaluated in accordance with the SISP, and the Monitor, in consultation with the Financial Advisor, the CPS and Arctic Glacier, determined that multiple LOIs were qualified for inclusion in Phase II. As a result, the Monitor and the Financial Advisor recommended that the special committee of the board of trustees of AGIF (the "**Special Committee**") authorize Phase II of the SISP.

- 3.3 On April 12, 2012, AGIF issued a press release announcing that the Special Committee had authorized the commencement of Phase II of the SISP. A copy of the press release is attached as **Appendix “B”** to this Third Report.
- 3.4 After the commencement of Phase II, pursuant to paragraph 22 of the SISP, the Monitor, in consultation with the Financial Advisor, the CPS and the Company, determined that the Phase II Bid Deadline (as defined in the SISP) should be extended by 15 days as provided for in the SISP, such that Phase II of the SISP will last for 60 days. Thus, on April 24, 2012, the Financial Advisor informed the participants in Phase II of the SISP (the **“Phase II Participants”**) that the Phase II Bid Deadline was extended to 6:00 p.m. EST (5:00 p.m. CST) on June 4, 2012.
- 3.5 Since the filing of the Second Report, the Monitor has continued to work closely with the Company, the Financial Advisor and the CPS in implementing the SISP. The Monitor’s primary activities have included the following:
- Reviewing the contents of the second round data room which is being used to provide due diligence information to the Phase II Participants;
 - Attending all of the management presentations made to the Phase II Participants and participating in numerous lengthy follow up conference calls with such participants;
 - Engaging in discussions with the Financial Advisor, the CPS and the Company concerning the SISP;
 - Assisting in communications to the Phase II Participants; and

- Reviewing and providing comments on the standard form asset purchase agreement and process letter to be distributed to the Phase II Participants.

3.6 The Monitor continues to be satisfied that the SISP is being managed in accordance with its terms and that parties have been provided a reasonable opportunity to participate in the sale process. The Monitor will continue to supervise the SISP in accordance with the Initial Order and will provide this Honourable Court with further information on the progress of the SISP.

4.0 SETTLEMENT OF THE DIRECT PURCHASER MOTION

4.1 As described in the First Report, after the granting of the Initial Order, the Monitor was contacted by counsel for the US Direct Purchaser Antitrust Settlement Class (the “**Direct Purchaser Plaintiffs**”) concerning their clients’ participation in the CCAA Proceedings. Paragraph 105(a) of the Initial McMahon Affidavit describes the settlement reached in the United States litigation with the Direct Purchaser Plaintiffs. In particular, the Initial McMahon Affidavit states:

- a) On March 30, 2011, without admitting liability, the Arctic Glacier defendants (AGIF, AGI and AGII) reached an agreement to settle the direct purchaser class actions by payment of \$12.5 million;
- b) The first installment in the amount of \$2.5 million was paid on August 4, 2011, with the balance of \$10 million to be paid after final court approval of the settlement; and
- c) The settlement received court approval on December 13, 2011 and the final payment of \$10 million is due on April 2, 2012.

- 4.2 The final settlement payment of \$10 million was not made when due on April 2, 2012.
- 4.3 On April 2, 2012, in advance of the hearing of the Second Stay Extension Motion, the Direct Purchaser Plaintiffs filed a Notice of Cross-Motion (the “**Direct Purchaser Motion**”) and supporting materials seeking certain relief in the CCAA Proceedings, including, *inter alia*, an order:
- a) recognizing an ad hoc committee of unsecured creditors of the Applicants, and requiring Arctic Glacier to pay the reasonable fees and disbursements of advisors for the committee or in the alternative advisors to the Direct Purchaser Plaintiffs;
 - b) granting a charge on the property of the Applicants to secure the payment of such fees, up to a maximum amount of CDN\$250,000, ranking *pari passu* in priority to the Administration Charge and the Financial Advisor Charge;
 - c) relating to the payment of certain pre-filing payments made by the Applicants pursuant to the Initial Order;
 - d) granting a representative of the committee or alternatively the Direct Purchaser Plaintiffs a *de facto* seat on the Special Committee for the purposes of reviewing and selecting Qualified Bids pursuant to the SISP;
 - e) varying the Initial Order to prevent certain debt service payments from being made to the Lenders; and

- f) requiring the Applicants and the Monitor to provide certain confidential information to the Direct Purchaser Plaintiffs.

4.4 The Company and the Direct Purchaser Plaintiffs, with the assistance of the Monitor, subsequently entered into discussions in an attempt to resolve the issues set out in the Direct Purchaser Motion. In addition, the Company and the Monitor had discussions with the Lenders with respect to a potential resolution of the Direct Purchaser Motion as certain matters raised in the motion had a direct impact on the Lenders.

4.5 On May 3, 2012, the Company and the Direct Purchaser Plaintiffs, with the consent of the Lenders, agreed to a settlement in principle of the Direct Purchaser Motion. On that same date, counsel for the Company informed this Honourable Court that the motion had been settled in principle and that the parties intended to seek a consent order to implement the settlement.

4.6 On May 14, 2012, the Company and the Direct Purchaser Plaintiffs (through their counsel) executed a settlement agreement (the “**Settlement Agreement**”) in order to resolve the Direct Purchaser Motion. The Lenders consented to the Consent Order (as defined below). A copy of the Settlement Agreement is attached as **Appendix “C”** to this Third Report.

4.7 The principal terms of the Settlement Agreement include the following:

- a) Arctic Glacier and the advisors to the Direct Purchaser Plaintiffs (the “**Advisors**”) shall enter into a confidentiality agreement with respect to the disclosure of confidential information to the Advisors;

- b) Arctic Glacier will support and propose a consent order (the “**Consent Order**”) that will vary the Initial Order to permit Arctic Glacier to disclose the financial terms of the Financial Advisor Engagement Letter and a copy of the DIP Fee Letter to the Advisors, on a confidential basis, subject to the terms of the confidentiality agreement;
- c) Arctic Glacier agrees to pay the documented professional fees and disbursements (the “**Permitted Advisor Fees**”) of the Advisors incurred solely in respect of certain permitted purposes to the capped limit of \$100,000 in the aggregate. Arctic Glacier will not pay any fees incurred by the Advisors in respect of non-consensual litigation or challenges to the interests of Arctic Glacier, the Monitor or the Lenders;
- d) The Consent Order will grant a charge in favour of the Advisors in the amount of \$100,000 on the Property, as security for the payment of the Permitted Advisor Fees, with such charge ranking *pari passu* with the Administration Charge and the Financial Advisor Charge;
- e) Subsequent to the Phase II Bid Deadline, the Advisors will be provided, through meetings with the Company’s counsel and the Monitor and its counsel, with certain limited information concerning the SISP, and be granted non-binding consultative rights with respect to Qualified Bids that have been received and that are intended to be negotiated and clarified in accordance with the SISP;

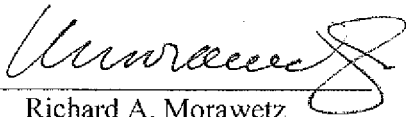
- f) The Consent Order will amend paragraph 43(b) of the Initial Order to provide that, subsequent to the Phase II Bid Deadline, certain information concerning the bids received in Phase II of the SISP may be provided to the Lenders if they have not submitted a Credit Bid;
- g) The Direct Purchaser Motion will be dismissed on consent and without costs; and
- h) The Direct Purchaser Plaintiffs agree not to take any actions seeking to challenge the terms of the Initial Order or any other order made as of the date of the Settlement Agreement in the CCAA Proceedings or the Chapter 15 Proceedings. However, the Direct Purchaser Plaintiffs retain the ability to challenge any payments of default interest to the Lenders.

5.0 THE MONITOR'S RECOMMENDATION

5.1 The Settlement Agreement was achieved after several weeks of arms length negotiations between the Company and the Direct Purchaser Plaintiffs and through discussions with the Lenders. It resolves all of the issues with respect to the Direct Purchaser Motion and prevents potentially costly, time consuming and distracting litigation during a period that the Company and its advisors are focused on a successful completion to Phase II of the SISP. The Monitor has participated in the negotiations that led to the Settlement Agreement and is of the view that the agreement is fair and in the best interests of the Applicants and their stakeholders. Accordingly, the Monitor recommends that this Honourable Court grant the Consent Order implementing the Settlement Agreement requested by the Applicants.

All of which is respectfully submitted to this Honourable Court this 14th day of May, 2012.

**Alvarez & Marsal Canada Inc., in its capacity
as Monitor of Arctic Glacier Income Fund,
Arctic Glacier Inc., Arctic Glacier International Inc. and
the other Applicants listed on Appendix "A".**

A handwritten signature in cursive script, appearing to read 'Morawetz', written over a horizontal line.

Per: Richard A. Morawetz
Senior Vice President

Appendix "A"

List of 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.

APPENDIX “B”

ARCTIC GLACIER INCOME FUND

Arctic Glacier Income Fund Provides Update On Sale And Investor Solicitation Process

Strong Interest Prompts Special Committee To Authorize Commencement of Phase II

WINNIPEG – April 12, 2012 – Arctic Glacier Income Fund (CNSX: AG) (“Arctic Glacier” or the “Fund”) announced today that a special committee of its board of trustees (the “Special Committee”) has authorized commencement of Phase II of the Sale and Investor Solicitation Process (“SISP”).

During Phase I of the SISP, Arctic Glacier’s financial advisor, TD Securities Inc. (“TD Securities”) solicited and received non-binding letters of intent (“LOIs”) from several interested parties to acquire or to invest in Arctic Glacier. Alvarez & Marsal Canada Inc. (the “Monitor”), in consultation with TD Securities, the Chief Process Supervisor and Arctic Glacier, determined that multiple LOIs were qualified for inclusion in Phase II. As a result, TD Securities and the Monitor recommended that the Special Committee authorize the commencement of Phase II of the SISP.

Arctic Glacier, with the assistance of TD Securities, will now make additional information available to parties invited to Phase II and will then seek submission of binding proposals regarding a transaction with the Fund. Phase II is expected to require a period of several weeks to complete and there can be no assurance that any transaction may occur.

“We are very pleased with the level of interest that surfaced in Phase I,” said Keith McMahon, President and CEO of Arctic Glacier. “We received indications of interest from a large group of prospective acquirers and investors, and are optimistic about Phase II of the process. We will continue to work with these parties and expect to conclude a transaction for the benefit of all Arctic Glacier stakeholders.”

Commenting on today’s news release from Reddy Ice Holdings, Inc. (“Reddy Ice”) in connection with their U.S. Chapter 11 bankruptcy proceedings and interest in a combination with Arctic Glacier, Mr. McMahon said, “We have received a non-binding letter of intent from Reddy Ice. Reddy Ice is one of many parties that have expressed interest in our process and from whom a non-binding letter of intent was received. We do not intend to disclose the identities of any of our Phase II participants.”

About Arctic Glacier

Arctic Glacier Income Fund, through its operating company, Arctic Glacier Inc., is a leading producer, marketer and distributor of high-quality packaged ice in North America, primarily under the brand name of Arctic Glacier® Premium Ice. Arctic Glacier operates 39 production plants and 47 distribution facilities across Canada and the northeast, central and western United States servicing more than 75,000 retail locations.

Arctic Glacier Income Fund trust units are listed on the Canadian National Stock Exchange under the trading symbol AG.UN. There are 350.3 million trust units outstanding.

Forward-Looking Information

Certain matters set forth in this news release, including statements with respect to the SISF are forward looking. These forward-looking statements reflect management's current views and are based on certain assumptions including assumptions as to future operating conditions and courses of action, the Phase II process participants, the LOIs, sale or recapitalization alternatives, economic conditions and other factors management believes are appropriate. Such forward looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those contained in these statements, including the risk that sale or recapitalization alternatives may not be available to Arctic Glacier or may not be available on terms favourable to Arctic Glacier and its security holders or that any such sale would yield proceeds sufficient for any distribution to Arctic Glacier's unitholders, as well as those risks and uncertainties identified under the heading "Risks Management" in Arctic Glacier's management's discussion and analysis for the year ended December 31, 2011, available at www.sedar.com. These forward-looking statements are made as at the date of this news release, and the Fund assumes no obligation to update or revise them, either publicly or otherwise, to reflect new events, information or circumstances.

Contact Information

Keith McMahon, President & CEO

Doug Bailey, Chief Financial Officer

Toll free investor relations phone: 1-888-573-9237

www.arcticglacier.com

APPENDIX “C”

Settlement Agreement

(Dated as of May 14, 2012)

WHEREAS on February 22, 2012, (the "**Filing Date**"), Arctic Glacier Income Fund, Arctic Glacier Inc. and Arctic Glacier International Inc. (the "**Arctic Glacier Defendants**") and certain of their affiliates (collectively, "**Arctic Glacier**") applied for and obtained an Initial Order (the "**Initial Order**") of the Manitoba Court of Queen's Bench (Winnipeg Centre) (the "**Court**") under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). The Initial Order appointed Alvarez & Marsal Canada Inc. as Monitor of Arctic Glacier in the CCAA Proceedings.

AND WHEREAS, also on February 22, 2012, the Monitor, in its capacity as foreign representative of Arctic Glacier, filed petitions for relief for each Arctic Glacier entity under Chapter 15 of the *United States Bankruptcy Code* with the United States Bankruptcy Court for the District of Delaware (the "**Chapter 15 Proceedings**").

AND WHEREAS the Arctic Glacier Defendants are defendants in a class action brought by a class of direct purchaser plaintiffs (the "**Direct Purchaser Plaintiffs**") in Case No. 08-MDL-01952 in the United States District Court, Eastern District of Michigan, South Division (the "**Direct Purchaser Class Action**").

AND WHEREAS on March 30, 2011, the Arctic Glacier Defendants reached an agreement to settle the Direct Purchaser Class Action by payment of US\$12.5 million (the "**Settlement Payment**").

AND WHEREAS the first instalment of the Settlement Payment in the amount of US\$2.5 million was paid by the Arctic Glacier Defendants on August 4, 2011. The remainder of the Settlement Payment in the amount of US\$10 million was due on April 2, 2012, but remains unpaid.

AND WHEREAS on April 2, 2012, the Direct Purchaser Plaintiffs filed a Notice of Cross-Motion and supporting materials seeking certain relief in the CCAA Proceedings (the "**Direct Purchaser Motion**").

AND WHEREAS Arctic Glacier, the Direct Purchaser Plaintiffs through their U.S. Attorneys Kohn, Swift & Graf, P.C., their Canadian counsel Dickinson Wright LLP and their financial advisor MNP LLP (collectively, the "**Advisors**") (collectively, the "**Parties**"), with the assistance of the Monitor, have reached a consensual settlement of the matters raised in the Direct Purchaser Motion (the "**Settlement**").

AND WHEREAS Arctic Glacier requires the consent of CPPIB Credit Investments Inc., West Face Long Term Opportunities Limited Partnership, West Face Long Term Opportunities (USA) Limited Partnership, West Face Long Term Opportunities Master Fund L.P., and West Face Long Term Opportunities Global Master L.P. (collectively, the "**Secured Lenders**") to the Consent Order and the Secured Lenders have agreed to provide such consent, subject to the terms and conditions set forth herein.

NOW THEREFORE, in exchange for the covenants and agreements set out herein, the Parties agree to settle all matters and issues raised in the Direct Purchaser Motion on the following basis:

Confidential Information

1. Arctic Glacier and the Advisors shall enter into a confidentiality agreement in the form attached hereto as Schedule "A" (the "**Confidentiality Agreement**") that sets out the terms under which Arctic Glacier will disclose confidential information to the Advisors and the terms under which the Advisors may receive and use such confidential information.

2. Arctic Glacier will support and propose a consent order in the form attached as Schedule "B" to the Court (the "**Consent Order**"). In respect of the provision of confidential information to the Advisors, the Consent Order, among other things, will provide for:

- (a) Approval of the form of Confidentiality Agreement; and
- (b) The variation of paragraph 63 of the Initial Order to permit Arctic Glacier to disclose a summary of the financial terms of the Financial Advisor Engagement

Letter and a copy of the DIP Fee Letter (both as defined in the Initial Order) to the Advisors, subject to the terms set out in the Confidentiality Agreement.

Payment of Certain Professional Costs of the Direct Purchaser Plaintiffs

3. Arctic Glacier agrees and the Consent Order will direct Arctic Glacier to pay the documented professional expenses actually incurred by the Direct Purchaser Plaintiffs, for the fees and disbursements of the Advisors, solely for the purposes of monitoring the CCAA Proceedings and evaluating financial information with respect to Arctic Glacier and information concerning the sale or restructuring of Arctic Glacier's business, to the limit of \$100,000 in the aggregate (the "**Permitted Advisor Fees**").
4. The Permitted Advisor Fees shall not include any fees or disbursements incurred for non-consensual litigation services or litigation support services, including but not limited to any activities relating to any type of opposition or challenge (direct or indirect) to the activities, motions or interests of Arctic Glacier, the Monitor or the Secured Lenders, whether as part of or outside the CCAA Proceedings or in any other proceeding (the "**Non-Permitted Purposes**").
5. The Direct Purchaser Plaintiffs agree not to seek an increase in the quantum of the Permitted Advisor Fees, irrespective of the future direction or duration of the CCAA Proceedings or any other insolvency proceeding with respect to Arctic Glacier, such that for all purposes the Permitted Advisor Fees, including any and all related expenses, are capped at the maximum amount of \$100,000 in the aggregate.
6. The Advisors shall provide invoices on a periodic basis setting out in sufficient detail the nature of their work and certifying that none of the fees and disbursements sought to be reimbursed relate to any Non-Permitted Purposes. Arctic Glacier shall pay such invoices within

30 days of receipt if Arctic Glacier and the Monitor, acting reasonably, are satisfied with the form, substance and certification contained in such invoices.

7. The Consent Order will grant a charge in favour of the Advisors in the amount of \$100,000 on the Property (as defined in the Initial Order), as security for payment of the Permitted Advisor Fees, with such charge ranking *pari passu* with the Administration Charge and the Financial Advisor Charge.

Sale and Investor Solicitation Process ("SISP")

8. Subsequent to the Phase II Bid Deadline (as defined in the SISP), Arctic Glacier and the Monitor will provide the Advisors, subject to the terms of the Confidentiality Agreement, at in-person meetings both subsequent to the receipt of Qualified Bids (as defined in the SISP) and prior to the Monitor's recommendation concerning Qualified Bids to the Special Committee in accordance with the SISP (the "**Meetings**"), a summary or other information in respect of Qualified Bids (as defined in the SISP) that have been received and that are intended to be negotiated and clarified in accordance with the SISP, but any information provided at such Meetings shall be without prejudice to the Parties' claims, interests, or rights in any respect. The scope of the information included in the summary or other information will be in the sole discretion of Arctic Glacier and the Monitor, acting reasonably, and such materials provided must be returned to Arctic Glacier and the Monitor by the Advisors at the conclusion of the Meetings.

9. The Advisors present at the Meetings will be provided with an opportunity to comment on the summary or other information and provide non-binding input to Arctic Glacier and the Monitor concerning the SISP. The Advisors shall have no authority or ability whatsoever to direct or instruct the actions of Arctic Glacier or the Monitor with respect to the

SISP. For the avoidance of doubt, any information, whether written or oral, provided to the Advisors at the Meetings may only be used in any hearing before the Court in the CCAA Proceeding or in any other court proceeding if such hearing is conducted in a manner which will ensure such information is kept confidential (a "**Confidential Hearing**"). For greater certainty, in the event that the Advisors shall desire a Confidential Hearing, Arctic Glacier and the Monitor shall work cooperatively with the Advisors to cause and shall not oppose the hearing of a Confidential Hearing. The Monitor and/or Arctic Glacier may convene additional Meetings with the Advisors.

10. The Consent Order will amend paragraph 43(b) of the Initial Order to provide that, subsequent to the Phase II Bid Deadline, information concerning the SISF may be provided to the Secured Lenders if they have not submitted a Credit Bid (as defined in the SISF). Subject to any requirements of the Commitment Letter and the Definitive Documents (as such terms are defined in the Initial Order), the information provided pursuant to this paragraph to the Secured Lenders and their access to Arctic Glacier and the Monitor in respect of the SISF provided pursuant to this paragraph will be substantially similar to that provided to the Advisors.

Dismissal of Motion

11. The Consent Order shall dismiss the Direct Purchaser Motion. Further, the Direct Purchaser Plaintiffs through their counsel agree not to bring any further motions in the CCAA Proceedings or the Chapter 15 Proceedings dealing with the specific relief claimed in the Direct Purchaser Motion.

Commitments of Direct Purchaser Plaintiffs

12. Arctic Glacier, the Direct Purchaser Plaintiffs, through their counsel, the Advisors, through their counsel, consent to the Consent Order.

13. The Direct Purchaser Plaintiffs through their counsel agree not to take any steps or actions, including filing any court motions or court materials, seeking to challenge the terms of the Initial Order or any other order made as of the date of this Agreement in the CCAA Proceedings or the Chapter 15 Proceedings (collectively, the "Proceedings"), including without limitation the provisions of any order relating to Arctic Glacier's debtor-in-possession financing facility, the SISP and any payments made pursuant to the Initial Order during the CCAA Proceedings. Notwithstanding anything contained in this Agreement, the Direct Purchaser Plaintiffs shall remain at liberty in the Proceedings to challenge any interest payments made at the Default Rate on the First Lien Debt or on the DIP prior to or after the date hereof.

14. The Secured Lenders shall have the benefit of the provisions of this Settlement as third party beneficiaries, provided, however, that nothing herein shall be deemed to be an admission of liability by the Secured Lenders or a waiver of any defences that the Secured Lenders may have.

Entire Agreement

15. This Agreement constitutes the entire agreement among the Parties in respect of the settlement of the Direct Purchaser Motion and supersedes all prior agreements, representations, warranties, covenants or understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by written instrument executed by all of the Parties. This Agreement shall be construed, interpreted and

enforced in accordance with the laws of the Province of Manitoba and each of the Parties attorns to the non-exclusive jurisdiction of the courts of the Province of Manitoba. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Miscellaneous

16. Time is of the essence in this Agreement.
17. No waiver of any provision of this Agreement constitutes a waiver of any other provision.
18. This Agreement is binding on and enures to the benefit of the Parties, and the Secured Lenders as third party beneficiaries, and each of their respective successors and permitted assigns.
19. Neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by a Party without the prior written consent of the other Parties.
20. This Agreement may be executed in any number of counterparts (including by facsimile) and all counterparts taken together constitute one and the same instrument.
21. The Parties acknowledge that Arctic Glacier Inc. is signing on behalf of Arctic Glacier Income Fund, it is entering this Agreement solely on behalf of the company and the obligations of the company hereunder shall not be personally binding upon any trustee of Arctic Glacier Income Fund or any registered or beneficial holder of units or any annuitant under a plan of which the holder of units acts as a trustee or carrier, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the foregoing or the private property of any

of the foregoing in respect of the indebtedness, obligation or liability of the company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

IN WITNESS WHEREOF this Agreement has been executed.

Arctic Glacier Inc. on its own behalf and on behalf of Arctic Glacier Income Fund and its subsidiaries that are Applicants in the CCAA Proceedings

By: _____

Name: Kevin McMahon
Title: President and CEO

Kohn, Swift & Graf, P.C.

By: _____

Joseph Kohn
Title: _____

Dickinson Wright LLP

By: _____

Name: _____
Title: _____

MNP LLP

By: _____

Name: _____
Title: _____

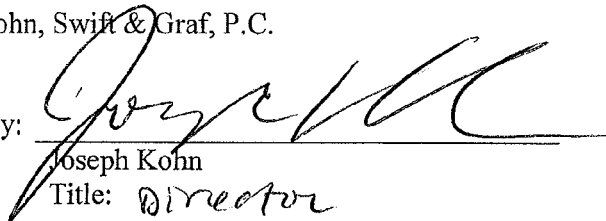
of the foregoing in respect of the indebtedness, obligation or liability of the company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

IN WITNESS WHEREOF this Agreement has been executed.

Arctic Glacier Inc. on its own behalf and on behalf of Arctic Glacier Income Fund and its subsidiaries that are Applicants in the CCAA Proceedings

By: _____
Name:
Title:

Kohn, Swift & Graf, P.C.

By: 
Joseph Kohn
Title: *Director*

Dickinson Wright LLP

By: _____
Name:
Title:

MNP LLP

By: _____
Name:
Title:

of the foregoing in respect of the indebtedness, obligation or liability of the company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

IN WITNESS WHEREOF this Agreement has been executed.

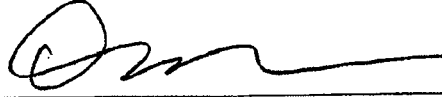
Arctic Glacier Inc. on its own behalf and on behalf of Arctic Glacier Income Fund and its subsidiaries that are Applicants in the CCAA Proceedings

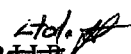
By: _____
Name:
Title:

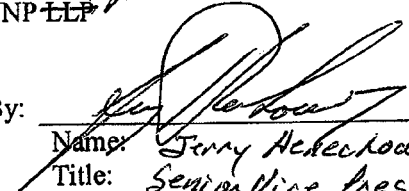
Kohn, Swift & Graf, P.C.

By: _____
Joseph Kohn
Title:

Dickinson Wright LLP

By:  _____
Name: DAVID PREVER
Title: PARTNER


MNP LLP

By:  _____
Name: Gerry Hecichowicz
Title: Senior Vice President

CONSENT OF SECURED PARTIES TO CONSENT ORDER

The undersigned hereby confirms that the Required Lenders have consented to the terms of the Consent Order.

DATED this 14th day of May, 2012.

CPPIB Credit Investments Inc., as agent for the
Secured Lenders

By: 

Name

Title:

Mark Jenkins

Authorized Signatory

Schedule "A"

CONFIDENTIALITY AGREEMENT

Confidentiality agreement dated May 14, 2012 between Arctic Glacier Income Fund on its own behalf and on behalf of its subsidiaries that are Applicants in proceedings (the "**CCAA Proceedings**") commenced by an Initial Order (the "**Initial Order**") made by the Manitoba Court of Queen's Bench on February 22, 2012 under the *Companies' Creditors Arrangement Act* (collectively, the "**Company**") and (1) Kohn, Swift & Graf, P.C., the attorneys for the representative plaintiffs in a certain class action, case No. 08-MDL-01952 in the United States District Court, Eastern District of Michigan, South Division which was settled by a settlement agreement dated March 30, 2011 and an amendment to settlement agreement dated October 26, 2011 (the "**Class Action**"), (2) MNP Ltd., the financial advisor to Kohn, Swift & Graf, P.C. and (3) Dickinson Wright LLP counsel to Kohn, Swift & Graf, P.C. (together, the "**Counterparties**") (the Company and the Counterparties are collectively the "**Parties**" or individually a "**Party**").

Solely for purposes of evaluating steps taken by the Company in the CCAA Proceedings, including the Company's efforts to implement a transaction as contemplated by the sales and investment solicitation process ("**SISP**") approved in the Initial Order (the "**Permitted Purpose**"), the Counterparties have asked the Company to disclose confidential information relating to the CCAA Proceedings and its business and affairs. This Agreement sets out the terms under which the Company is willing to disclose Confidential Information (as defined below) and the terms under which the Counterparties may receive and use such Confidential Information.

Section 1 Non-Disclosure of Confidential Information.

1. The Counterparties shall (i) keep confidential all information disclosed by the Company to the Counterparties relating to the CCAA Proceedings and/or the Company's business, operations, assets, liabilities, plans, prospects and affairs, including without limitation the information and documents previously subject to a sealing order in accordance with the Initial Order, regardless of whether such information is provided in oral, visual, electronic, written or other form and whether or not it is identified as "confidential" and including all notes, analyses, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of or for the benefit of, the Counterparties that contain, reflect, summarize, analyze, discuss or review any of the foregoing (the "**Confidential Information**"), (ii) use the Confidential Information solely for the Permitted Purpose and not directly or indirectly for any other purpose, and (iii) not disclose such Confidential Information to any person, including without limitation the representative plaintiffs in the Class Action, except as expressly permitted by this Agreement. Confidential Information does not include any information that:
 - (a) is or becomes generally available to the public (other than as a result of disclosure directly or indirectly by the Counterparties);
 - (b) is or becomes available to the Counterparties on a non-confidential basis from a source other than the Company provided such source does not owe a duty of confidentiality to the Company or to any other person; or
 - (c) is or was independently acquired or developed by the Counterparties without use of any information disclosed by the Company.
2. The disclosure restrictions contained in this Agreement do not apply to any information that is required to be disclosed by law. However, prior to making such disclosure, the Counterparties must unless prohibited by law:

- (a) immediately advise the Company of the requirement;
 - (b) cooperate with the Company in limiting the extent of the disclosure;
 - (c) provide the Company with a reasonable opportunity to obtain a protective order or other remedy in order to preserve the confidentiality of the information required to be disclosed; and
 - (d) disclose only that portion of the Confidential Information which the Counterparties are advised by legal counsel is required to be disclosed.
3. At the Company's request, at any time, the Counterparties shall promptly redeliver to the Company all Confidential Information delivered to the Counterparties and will not retain, in any form, any copies of any such Confidential Information in whole or in part, and the Counterparties shall ensure that all documents, memoranda and notes, in any form, prepared by the Counterparties based on the Confidential Information shall be promptly destroyed, and will certify to the Company in writing that such redelivery and destruction have taken place. Notwithstanding the return or destruction of the Confidential Information, the Counterparties shall continue to be bound by their confidentiality and other obligations hereunder.
4. The Counterparties shall take all steps reasonably necessary to ensure that their respective representatives and employees who have access to the Confidential Information for the Permitted Purpose are aware of and comply with the provisions of this Confidentiality Agreement.

Section 2 No Representation or Warranty.

Each of the Counterparties acknowledges and agrees that the Company and the Monitor make no representation or warranty, expressed or implied, in relation to any of the Confidential Information, its adequacy, accuracy, sufficiency, completeness, or suitability for any particular purpose, and that neither the Company nor its advisors or representatives or the Monitor will have any liability to any of the Counterparties or to any other person for any losses, liabilities, damages, claims, demands, or expenses resulting from, connected with or arising out of resulting from any inadequacy, inaccuracy, insufficiency, incompleteness or unsuitability of the Confidential Information or the use of or reliance on the Confidential Information. Nothing in this Agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information on the Counterparties. It is specifically agreed that the disclosure of confidential information to the Counterparties does not confer any licence under any patent, trademark, copyright, or any other intellectual property right, by implication or otherwise.

Section 3 Remedies.

In the event of a breach of any of the Counterparties' obligations under this Agreement, the Counterparties must, immediately following discovery of the breach, give notice to the Company of the nature of the breach and take all commercially reasonable and necessary steps to limit the extent of the breach. The Counterparties agree that any breach of this Agreement will give rise to irreparable injury to the Company inadequately compensable in damages. The Company may, in addition to any other remedy, enforce the performance of this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and without the need to establish irreparable harm and each of the Counterparties agrees not to

plead sufficiency of damages as a defence in any such proceeding and further agrees (and will agree in any proceeding) that the fact of disclosure causes irreparable harm to the Company. The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or equity. Further, upon discovery of a breach of any of the Counterparties' obligations under this Agreement which is confirmed by the Monitor, if any fees are payable by the Company to the Counterparties, such fees will not be paid pending a resolution of all issues surrounding such breach.

Section 4 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties in respect of Confidential Information and supersedes all prior agreements, representations, warranties covenants or understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by written instrument executed by all of the Parties. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Manitoba and each of the Counterparties attorns to the non-exclusive jurisdiction of the Province of Manitoba. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Section 5 Other Covenants and Agreements.

In respect of Confidential Information relating to the business and affairs of the Company, including the implementation of the SISP, the Parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any person pursuant to the terms of this Agreement.

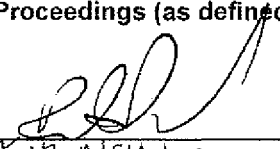
Section 6 Miscellaneous.

1. Time is of the essence in this Agreement.
2. No waiver of any provision of this Agreement constitutes a waiver of any other provision.
3. This Agreement is binding on and enures to the benefit of the Parties and their respective successors and permitted assigns.
4. Neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by a Party without the prior written consent of the other party.
5. This Agreement may be executed in any number of counterparts (including by facsimile) and all counterparts taken together constitute one and the same instrument.
6. The Parties acknowledge that Arctic Glacier Inc. is signing on behalf of Arctic Glacier Income Fund and on behalf of its subsidiaries that are Applicants in the CCAA Proceedings, it is entering this Agreement solely on behalf of the Company and the obligations of the Company hereunder shall not be personally binding upon any trustee of Arctic Glacier Income Fund or any registered or beneficial holder of units or any annuitant under a plan of which the holder of units acts as a trustee or carrier, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, any of the

foregoing or the private property of any of the foregoing in respect of the indebtedness, obligation or liability of the Company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

IN WITNESS WHEREOF this Agreement has been executed.

ARCTIC GLACIER INC.
on its own behalf and on behalf of Arctic
Glacier Income Fund and its
subsidiaries that are applicants for the
CCAA Proceedings (as defined herein)

Per: 
Name: Keith McMahon
Title: President & CEO

Kohn, Swift & Graf, P.C.

By: _____

MNP Ltd.

Per: _____
Name: _____
Title: _____

Dickinson Wright LLP

By: _____

foregoing or the private property of any of the foregoing in respect of the indebtedness, obligation or liability of the Company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

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ARCTIC GLACIER INC.
on its own behalf and on behalf of Arctic
Glacier Income Fund and its
subsidiaries that are applicants for the
CCAA Proceedings (as defined herein)

Per: _____
Name: _____
Title: _____

Kohn, Swift & Graf, P.C.

By: 

MNP Ltd.

Per: _____
Name: _____
Title: _____

Dickinson Wright LLP

By: _____

foregoing or the private property of any of the foregoing in respect of the indebtedness, obligation or liability of the Company arising hereunder or arising in connection with or from the matters to which this Agreement relates.

IN WITNESS WHEREOF this Agreement has been executed.


ARCTIC GLACIER INC.
on its own behalf and on behalf of Arctic
Glacier Income Fund and its
subsidiaries that are applicants for the
CCAA Proceedings (as defined herein)

Per: _____
Name: _____
Title: _____


Kohn, Swift & Graf, P.C.

By: _____

MNP Ltd.

Per: 
Name: Jerry Henechowski
Title: Senior Vice President

Dickinson Wright LLP

By: 

Schedule "B"

THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE MADAM)	TUESDAY, THE 15 th
)	
JUSTICE SPIVAK)	DAY OF MAY, 2012

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. AND ARCTIC GLACIER
INTERNATIONAL INC. and the ADDITIONAL
APPLICANTS LISTED ON SCHEDULE "A" HERETO"

(collectively, the "**Applicants**")

APPLICATION UNDER THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C., c. C-36, AS AMENDED

ORDER

THIS MOTION, made by the class of direct purchaser plaintiffs (the "**Direct Purchasers**") in a certain class action in case No. 08-MDL-01952 in the United States District Court, Eastern District of Michigan, South Division, for various relief including an Order requiring the Applicants and the Monitor provide the Direct Purchasers with certain confidential information presently subject to a sealing order in accordance with the Initial Order of the Honourable Madam Justice Spivak dated February 22, 2012 (the "**Initial Order**"), was heard this day at the Law Courts Building at 408 York Avenue, in The City of Winnipeg, in the Province of Manitoba.

ON the consent of the Applicants, the Monitor, the DIP Lenders, the Lenders and the Direct Purchasers, and on hearing the submissions of counsel for the Trustees, and on being advised that a settlement has been reached in respect of this Motion, no one appearing for any other party although duly served as appears from the affidavit of service,

1. THIS COURT ORDERS that capitalized terms herein shall have the meaning ascribed thereto in the Initial Order.

DISCLOSURE OF SEALED INFORMATION AND DOCUMENTS

2. THIS COURT ORDERS that paragraph 63 of the Initial Order be varied to permit the Applicants to disclose a summary of the financial terms of the Financial Advisor Engagement Letter and a copy of the DIP Fee Letter to the attorney for the Direct Purchasers bound by the settlement, his Canadian counsel and his financial advisor (the "**Recipients**") on the terms set out in the confidentiality agreement agreed to by the Applicants and the Recipients, attached hereto as Schedule "B" (the "**Confidentiality Agreement**"), and that such information and documents shall remain confidential and shall be kept confidential by the Recipients as set out in the Confidentiality Agreement.

PAYMENT OF CERTAIN PROFESSIONAL COSTS OF THE DIRECT PURCHASERS

3. THIS COURT ORDERS that the Applicants shall pay the documented professional expenses actually incurred by the Direct Purchasers for the fees and disbursements of the Recipients solely for the purpose of monitoring these proceedings and for evaluating financial information with respect to the Applicants and information concerning the sale or restructuring of the Business and expressly not including fees and/or disbursements incurred for non-consensual litigation services or litigation support services (the "**Permitted Advisor Fees**"), to the limit of \$100,000 in the aggregate.
4. THIS COURT ORDERS that the Recipients shall be entitled to the benefit of and are hereby granted a charge (the "**Direct Purchasers' Advisors' Charge**") in the amount of C\$100,000 on the Property, as security for payment of the Permitted Advisor Fees as

provided in paragraph 3 above. The Direct Purchasers' Advisors' Charge shall rank *pari passu* with the Administration Charge and the Financial Advisor Charge and shall be deemed discharged immediately on payment of the Permitted Advisor Fees in full or on the payment of C\$100,000 on account of the Permitted Advisor Fees, whichever occurs first.

DISCLOSURE OF BID SUMMARY TO LENDERS

5. THIS COURT ORDERS that the portion of paragraph 43(d) of the Initial Order that provides that "the Monitor, the Financial Advisor, the CPS and the Arctic Glacier Parties shall not provide information to the Agent or the DIP Lenders concerning the SISP except in accordance with the SISP" be varied by adding the following proviso "provided that, in the event that no Credit Bid is submitted prior to the Phase 2 Bid Deadline, the Monitor, the Financial Advisor, the CPS and the Arctic Glacier Parties may provide information concerning the bids received in Phase 2 of the SISP (which information shall be at least as detailed as the information provided to the Recipients) to the Agent and/or the Lenders."

BALANCE OF THE MOTION DISMISSED

6. THIS COURT ORDERS that the balance of the relief requested by the Direct Purchasers in this Motion is hereby dismissed.

7. THIS COURT ORDERS that there shall be no order as to costs.

SPIVAK, J.

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.

SCHEDULE "B" – Confidentiality Agreement

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.
AND ARCTIC GLACIER INTERNATIONAL INC. and the
ADDITIONAL APPLICANTS LISTED ON SCHEDULE "A"
HERETO"

(collectively, the "Applicants")

APPLICATION UNDER THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ORDER

DATE OF HEARING: TUESDAY, MAY 15 2012 AT 10 A.M.
BEFORE THE HONOURABLE MADAM JUSTICE SPIVAK

McCARTHY TÉTRAULT LLP
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Toronto Dominion Bank Tower
Toronto-Dominion Centre
Toronto, ON M5K 1E6

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Fax: (416) 868-0673
Law Society No. 22119H

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Law Society No. 48354R

**AIKINS, MacAULAY &
THORVALDSON LLP**
30th Floor – 360 Main Street
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G. Bruce Taylor
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File No.: 1103500