TO: ALL INDIVIDUALS AND BUSINESSES WHO PURCHASED PACKAGED ICE FROM A RETAILER (E.G., SUPERMARKET, GROCERY STORE OR GAS ARCTIC INC., STATION) MADE BY GLACIER ARCTIC **GLACIER** INTERNATIONAL INC., ARCTIC GLACIER INCOME FUND, THE HOME CITY ICE COMPANY, REDDY ICE CORPORATION, OR REDDY ICE HOLDINGS, INC., OR THEIR SUBSIDIARIES OR AFFILIATES (INCLUDING ALL PREDECESSORS THEREOF) (COLLECTIVELY, THE "DEFENDANTS") AT ANY TIME DURING THE PERIOD FROM JANUARY 1, 2001 TO MARCH 6, 2008.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY A SETTLEMENT OF A PROOF OF CLAIM BASED UPON A CLASS ACTION LAWSUIT.

THIS NOTICE (THIS "NOTICE") IS GIVEN PURSUANT TO RULE 7023 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND AN ORDER OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE "BANKRUPTCY COURT"). THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF A SETTLEMENT THAT HAS BEEN REACHED, SUBJECT TO BANKRUPTCY COURT APPROVAL, BETWEEN ARCTIC GLACIER INCOME FUND, ARCTIC GLACIER INC., AND ARCTIC GLACIER INTERNATIONAL INC. (THE "APPLICANT DEFENDANTS") AND A CONDITIONAL SETTLEMENT CLASS (THE "SETTLEMENT CLASS") OF INDIRECT PURCHASERS OF ICE SOLD BAGS ("PACKAGED ICE") IN MANUFACTURED BY THE APPLICANT DEFENDANTS.

THE APPLICANT DEFENDANTS DENY LIABILITY IN THIS MATTER BUT HAVE AGREED TO SETTLE TO AVOID THE COSTS AND RISKS ASSOCIATED WITH FURTHER LITIGATION.

MEMBERS OF THE SETTLEMENT CLASS ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE MATTERS DESCRIBED IN THIS NOTICE.

MEMBERS OF THE SETTLEMENT CLASS SHOULD NOT CONSTRUE THE CONTENTS OF THIS NOTICE AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH PERSON READING THIS NOTICE SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS NOTICE AND THE PROPOSED SETTLEMENT AGREEMENT DESCRIBED HEREIN.

CAPITALIZED TERMS USED BUT NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THOSE TERMS IN THE PROPOSED SETTLEMENT AGREEMENT.

THE MULTIDISTRICT LITIGATION

In 2008 and thereafter, various putative class actions brought by indirect purchasers of Packaged Ice against the Applicant Defendants, as well as other Defendants, were consolidated for pre-trial

purposes in the multidistrict litigation ("MDL") captioned In re Packaged Ice Antitrust Litig., No. 07-md-1952 (E.D. Mich.). On June 1, 2009, the United States District Court for the Eastern District of Michigan, the court administering the MDL (the "MDL Court"), appointed Matthew S. Wild and Max Wild as interim lead counsel and appointed John M. Perrin as liaison counsel for the putative indirect purchaser class. On September 15, 2009, certain plaintiffs filed an Amended Class Action Complaint against the Defendants (the "Action"). Plaintiffs allege that the Defendants violated the antitrust laws by conspiring to raise, fix, maintain or stabilize the price of Packaged Ice and/or allocate markets and customers. Plaintiffs further allege that as a result of the conspiracy, they and other indirect purchasers of Packaged Ice have been injured by paying more for Packaged Ice than they would have paid in the absence of the illegal conduct. Plaintiffs seek damages and injunctive relief together with reimbursement of costs and an award of attorneys' fees. On May 25, 2011, certain plaintiffs filed a Consolidated Class Action Complaint. On December 12, 2011, the MDL Court granted in part, and denied in part, Defendants' motions to dismiss the Consolidated Class Action Complaint. Certain plaintiffs (who were denied the ability to join the Action) then filed suits in various federal courts, which were transferred to the MDL.

Defendants deny plaintiffs' allegations. At this time, neither plaintiffs nor Defendants have proven their claims or defenses. The MDL Court has expressed no opinion as to whether plaintiffs' allegations are correct or whether Defendants have engaged in any wrongdoing.

ARCTIC GLACIER IS IN BANKRUPTCY

On February 22, 2012, the Applicant Defendants (together with each of their affiliates, the "<u>Debtors</u>") commenced a proceeding under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "<u>CCAA</u>") and the Court of Queen's Bench Winnipeg Centre (the "<u>Canadian Court</u>") entered an initial order, pursuant to the CCAA, providing various forms of relief thereunder, including a stay of proceedings and claim enforcement against the Debtors and their property. Also on February 22, 2012, Alvarez & Marsal Canada Inc., in its capacity as the Canadian Court-appointed monitor and authorized foreign representative of the Debtors (the "<u>Monitor</u>") commenced proceedings (the "<u>Chapter 15 Cases</u>") for the Debtors under chapter 15 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") by filing with the Bankruptcy Court verified petitions on behalf of each of the Debtors.

On February 23, 2012, the Bankruptcy Court entered the *Order Granting Provisional Relief* [Docket No. 28], providing for, among other things, a stay of all proceedings and claim enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL. On March 16, 2012, the Bankruptcy Court entered the *Order Granting Recognition of Foreign Main Proceeding and Certain Related Relief* [Docket No. 70], pursuant to which the Bankruptcy Court granted recognition of the Canadian Proceeding as a foreign main proceeding under section 1517 of the Bankruptcy Code, thereby extending during the pendency of the Chapter 15 Cases a stay of all proceedings and claim enforcement against or concerning property of the Debtors located within the territorial jurisdiction of the United States, including the MDL.

Following the completion of a Sale and Investor Solicitation Process, on June 21, 2012, the Canadian Court entered the *Sale Approval and Vesting Order* (as amended and restated, the

"<u>CCAA Vesting Order</u>"), pursuant to which the Canadian Court authorized and approved a sale of substantially all of the Debtors' assets free and clear of all Claims and Encumbrances (as defined in the CCAA Vesting Order) to the Purchaser (as defined in the CCAA Vesting Order). On July 17, 2012, the Bankruptcy Court entered the Order Pursuant to Sections 105(A), 363, 1501, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 9014 (I) Recognizing and Enforcing the CCAA Vesting Order, (II) Authorizing and Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Any and All Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [Docket No. 126] recognizing and giving full force and effect in the United States to the CCAA Vesting Order. The Purchaser is not a party to the Settlement nor is it affiliated with the Debtors; however, the Purchaser continues to operate the Debtors' business under the Arctic Glacier trade name.

On September 5, 2012, the Canadian Court entered the *Claims Procedure Order* (the "<u>Claims</u> <u>Procedure Order</u>") (a) establishing procedures for the submission of claims against the Debtors and their directors, officers, and trustees, and (b) setting a bar date of October 31, 2012. On September 14, 2012, the Bankruptcy Court entered an Order [Docket No. 166] (the "<u>Claims</u> <u>Procedure Recognition Order</u>") recognizing and giving full force and effect in the United States to the Claims Procedure Order.

In accordance with the Claims Procedure Order and the Claims Procedure Recognition Order, the Monitor has received a timely proof of claim, dated November 5, 2012, submitted by the Wild Law Group PLLC ("<u>Class Counsel</u>") on behalf of the Settlement Class (the "<u>Proof of Claim</u>"), which asserts an unsecured claim in the estimated amount of "at least \$463,577,602" against the Applicant Defendants.

Following the filing of the Proof of Claim, the Monitor, the Debtors, and Class Counsel, on behalf of the Settlement Class (as defined below), negotiated the terms of a settlement agreement (the "<u>Proposed Settlement Agreement</u>") resolving the issues raised by the Proof of Claim (including any other claim asserted by the Settlement Class against any of the Applicant Defendants or their former employees in the MDL). The Proposed Settlement Agreement has not been approved by the Bankruptcy Court.

Copies of the pleadings described above can be obtained, free of charge, at <u>www.kccllc.net/ArcticGlacier</u> and <u>www.amcanadadocs.com/arcticglacier</u>.

TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

THE PROPOSED SETTLEMENT AGREEMENT IS SUBJECT TO BANKRUPTCY COURT APPROVAL. IF THE PROPOSED SETTLEMENT AGREEMENT IS FULLY CONSUMMATED, MEMBERS OF THE SETTLEMENT CLASS WHO DO NOT SUBMIT OPT-OUT LETTERS ("<u>OPT-OUT LETTERS</u>") IN ACCORDANCE WITH THE PROCEDURES DESCRIBED HEREIN WILL BE BOUND BY THE TERMS OF THE PROPOSED SETTLEMENT AGREEMENT.

The Proposed Settlement Agreement provides for cash payments in an amount not to exceed \$3,950,000 (the "<u>Maximum Settlement Amount</u>") in exchange for the Settlement Class' release

of certain claims against Arctic Glacier and certain other parties. If the Bankruptcy Court approves the Proposed Settlement Agreement, members of the Settlement Class who purchased at least three (3) bags of Packaged Ice and submit a "Claim Form" may be entitled to receive cash in the amount of \$6.00 for claiming purchase of three or more bags of Packaged Ice. To receive more than \$6.00, members of the Settlement Class must claim purchases of more than ten bags of Packaged Ice, with proof of purchase for each bag of Packaged Ice exceeding 10 bags. Holders of approved claims will receive \$6.00 for the first ten bags and \$0.60 for each additional bag. Payment amounts may be reduced proportionally under certain circumstances detailed in Sections 2.45 and 5.1.1(iv) of the Proposed Settlement Agreement. Copies of the Proposed Settlement Agreement can be obtained, free of charge, at <u>www.arcticindirectpurchaser.com</u>.

INSTRUCTIONS CONCERNING THE PROCEDURES FOR SUBMISSION OF CLAIM FORMS WILL BE PROVIDED UPON THE BANKRUPTCY COURT'S FINAL APPROVAL OF THE PROPOSED SETTLEMENT AGREEMENT.

A. The Proposed Settlement Agreement Contains Releases of Claims

Section 9.1 of the Proposed Settlement Agreement provides that:

Upon final consummation of the Proposed Settlement Agreement, Settlement Class Members, other than those who submit timely and valid Opt-Out Letters, (collectively, the "Releasing Settlement Class Members") shall irrevocably and permanently release and shall be deemed to have forever released, waived, and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities, including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of (a) the facts and circumstances relating to the MDL and/or the Proof of Claim, (b) the Applicants commencing the Canadian Proceeding or the Chapter 15 Cases, or (c) the Agreement being consummated, whether such claims are liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Payment Date in any way relating to any Released Party arising out of or related to clauses (a) through (c) immediately above, including, without implied limitation, all claims for attorneys' fees and costs incurred by Releasing Settlement Class Members and by Class Counsel in connection with the MDL and the Proof of Claim, and the settlement thereof (collectively, the "Released Claims"). For the sake of clarity, the Released Claims shall not include claims for the purchase of packaged ice directly from one or more of the Defendants in the MDL, personal injury or property damage.

Section 2.54 of the Proposed Settlement Agreement defines "Released Parties" as:

The Applicants, 70888418 Canada, Inc. (o/a Grandview Advisors), the Monitor, and any of their respective current or former direct or indirect subsidiaries, parent entities, affiliates, predecessors, insurers, agents, counsel, employees, successors, assigns, officers, officials, directors, partners, employers, attorneys, personal representatives, executors, and shareholders, including, without implied limitation, Frank Larson, Keith Corbin, and Gary Cooley, including their respective pension, profit sharing, savings, health, and other employee benefit plans, or personal or other assets of any nature, and those plans' respective trustees, administrators, and fiduciaries. For the sake of clarity, The Home City Ice Company, Reddy Ice Corporation, and Reddy Ice Holdings Inc. are not Released Parties.

Section 9.2 of the Proposed Settlement Agreement provides that:

In exchange for the good and valuable consideration set forth herein, the Releasing Settlement Class Members waive any and all rights or benefits that they as individuals or the classes may now have in connection with the Released Claims under the terms of Section 1542(a) of the California Civil Code (or similar statute or common law rule in effect in any other jurisdiction), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR.

IF YOU DO NOT WANT TO GRANT THE RELEASES DESCRIBED ABOVE, YOU MUST SUBMIT A VALID AND TIMELY OPT-OUT LETTER AND/OR PREVAIL ON AN OBJECTION TO THE BANKRUPTCY COURT'S APPROVAL OF THE RELEASES. THE PROCEDURES FOR SUBMITTING AN OPT-OUT LETTER AND/OR FILING AN OBJECTION ARE PROVIDED HEREIN.

B. <u>The Proposed Settlement Agreement Contains Exculpations</u>

If the Proposed Settlement Agreement is approved, you will be bound by the terms of certain exculpations, regardless of whether you submit a timely or valid Opt-Out Letter. Section 9.3 of the Proposed Settlement Agreement provides that:

None of the Exculpated Parties shall have or incur any liability to any holder of any Claim for any act or omission in connection with, or arising out of the negotiation and execution of this Agreement, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto, and all prepetition activities leading to the promulgation of this Agreement except for any person's fraud or willful misconduct, as determined by a Final Order.

Section 2.33 of the Settlement Agreement defines "Exculpated Parties" as:

(a) the Applicants and their respective directors, officers, employees, counsel, financial advisors, the 70888418 Canada, Inc. (o/a Grandview Advisors), and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such; and (b) the Monitor and its directors, officers, employees, counsel, financial advisors, and other professionals who served in such capacity during the course of the Canadian Proceeding and/or the Chapter 15 Cases, each solely in its capacity as such.

C. The Proposed Settlement Agreement Provides for the Payment of Attorneys' Fees and Attorneys' Costs

Class Counsel intends to seek an award of Attorneys' Fees in the future not to exceed 33 1/3% of the Maximum Settlement Amount, and reimbursement of their Attorneys' Costs in an amount not to exceed \$350,000. The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks an award of Attorneys' Fees or Attorneys' Costs and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

D. The Proposed Settlement Agreement Provides for the Payment of Incentive Awards

Class Counsel intends to seek an Incentive Award (as defined in the Proposed Settlement Agreement) of \$1,000 for each of the twenty (20) Named Plaintiffs (as defined in the Proposed Settlement Agreement). The Monitor and the Debtors have agreed that they will not oppose such request. If you wish to receive another notice at the time that Class Counsel seeks the Incentive Awards and to have an opportunity to object to Class Counsel's request, you must file with the Bankruptcy Court a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure.

E. There are Conditions to the <u>Consummation of the Proposed Settlement Agreement</u>

The Proposed Settlement Agreement must be fully consummated before you are legally bound by it. As described more fully in Section 8 of the Settlement Agreement, certain conditions must be satisfied before the Proposed Settlement Agreement is fully consummated:

- (a) The Canadian Approval Order shall have been entered and shall have become a Final Order;
- (b) The Preliminary Approval Order shall have been entered and shall have become a Final Order;
- (c) The U.S. Approval Order shall have been entered and shall have become a Final Order;
- (d) All Claims of Settlement Class Members who submitted Claim Forms have been resolved by the Claims Administrator (after the deadline for audits and challenges provided in Section 7.2 of the Proposed Settlement Agreement has expired or, if an audit is made, after all audits have been resolved in accordance with Section 7.2.6 of the Proposed Settlement Agreement);
- (e) The Claims Administrator has provided information, reasonably satisfactory to the Monitor and the Applicants, concerning the Claim Amount; and
- (f) The Canadian Court shall have entered a Distribution Order, which Distribution Order shall have become a Final Order.

THE CANADIAN COURT AUTHORIZED THE DEBTORS TO ENTER INTO THE PROPOSED SETTLEMENT AGREEMENT

On October 16, 2013, the Canadian Court entered the *Order* (the "<u>Canadian Approval Order</u>"), which, among other things, granted the Debtors the authority to enter into the Settlement Agreement subject to approval by the Bankruptcy Court.

Copies of the Canadian Approval Order can be obtained, free of charge, at <u>www.arcticindirectpurchaser.com</u>.

THE BANKRUPTCY COURT ENTERED THE PRELIMINARY APPROVAL ORDER

On November 18, 2013, the Bankruptcy Court entered the Order Pursuant to Sections 105(a), 363(b), 1501, 1520, and 1521(a)(7) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014, and 9019 Recognizing and Enforcing the Canadian Approval Order and Granting Certain Preliminary Approvals in Connection with the Agreement Settling the Claims of Indirect Purchasers [Docket No. 260] (the "Preliminary Approval Order"). Pursuant to the Preliminary Approval Order, the Bankruptcy Court, among other things: (a) recognized and enforced the Canadian Approval Order, (b) scheduled a hearing to consider (i) whether the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class, and (ii) approval of the Settlement Agreement on a final basis; (c) approved Class Counsel as counsel for the Settlement Class; (d) certified the Settlement Class as a conditional settlement class; (e) approved the procedures for submission of Opt-Out Letters and/or objections; (f) approved the Claim Form; and (g) approved the engagement of a claims administrator.

Copies of the Canadian Approval Order can be obtained, free of charge, at <u>www.arcticindirectpurchaser.com</u>.

A. <u>The Preliminary Approval Order Certified a Conditional Settlement Class</u>

Pursuant to the Preliminary Approval Order, the Settlement Class is defined as:

All purchasers of Packaged Ice who purchased Packaged Ice in Arizona, California, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, Tennessee, and/or Wisconsin indirectly from any of the Defendants in the MDL, including the Debtors, or their subsidiaries or affiliates (including all predecessors thereof) at any time between January 1, 2001 and March 6, 2008.

Excluded from the Settlement Class are any governmental entities and Defendants in the MDL, including their parents, subsidiaries, predecessors, or successors, Defendants' alleged co-conspirators, and the Released Parties (as defined below).

B. The Bankruptcy Court has Scheduled a Hearing to Consider Final Approval of the Proposed Settlement Agreement

The Bankruptcy Court will hold a hearing (the "<u>Final Hearing</u>") on **February 27, 2014**, at 10:00 a.m. (prevailing Eastern Time) at 824 Market Street, 3rd Floor, Wilmington, DE 19801, to determine whether the Proposed Settlement Agreement should be approved as fair, reasonable and adequate. If you wish to receive additional notices concerning the Final Hearing, you must file a notice of appearance pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure. If you do not object to the Settlement, you need not appear at the Final Hearing. The Final Hearing may be adjourned from time to time without further notice other than adjournments announced in open court or notice filed on the docket of the Chapter 15 Cases.

IF ANY OBJECTION TO THE PROPOSED SETTLEMENT AGREEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED BELOW, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE PROPOSED SETTLEMENT AGREEMENT AND MAY NOT BE HEARD AT THE FAIRNESS HEARING.

PROTECTING YOUR RIGHTS

If you believe you are a member of the Settlement Class, your rights may be affected by the Proposed Settlement Agreement. Your legal rights and options with respect to the Proposed Settlement Agreement are outlined below.

A. <u>Remaining in the Settlement Class</u>

The Monitor, the Debtors, and Class Counsel urge you to remain in the Settlement Class and, if the Bankruptcy Court approves the Proposed Settlement Agreement and the Proposed Settlement Agreement is fully consummated, you may be entitled to the cash benefits described herein. If you choose to remain in the Settlement Class, you will be entitled to participate in a claims process and submit a "Claim Form." If the Bankruptcy Court approves the Proposed Settlement Agreement, a notice that describes the procedures and deadlines for submitting a Claim Form will be provided.

BY REMAINING IN THE SETTLEMENT CLASS, YOU WILL BE GIVING UP YOUR RIGHT TO SUE, TO CONTINUE TO SUE, TO BE PART OF ANY OTHER LAWSUIT, OR TO SUE IN THE FUTURE, THE APPLICANT DEFENDANTS OR THE OTHER RELEASED PARTIES ON ACCOUNT OF THE RELEASED CLAIMS.

B. Excluding Yourself from the Settlement Class

IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU MUST DO SO AT YOUR OWN RISK AND EXPENSE, INCLUDING THE RISK THAT ANY NEW LAWSUIT IS ALREADY BARRED BY THE CLAIMS PROCEDURE ORDER AND THE CLAIMS PROCEDURE RECOGNITION ORDER.

You may choose to exclude yourself from the Settlement Class by mailing an Opt-Out Letter in the manner provided below, in which case you will not be bound by the release of claims in the Proposed Settlement Agreement nor will you be entitled to receive any cash benefit.

To exclude yourself from the Settlement Class, you must submit an Opt-Out Letter. Opt-Out Letters must be submitted to the Claims Administrator at Arctic Glacier Settlement Processing Center, c/o UpShot Services LLC, 7808 Cherry Creek South Drive, Suite 112, Denver, CO 80231 so as to be actually received by the Claims Administrator on or before <u>February 20, 2014</u> at 4:00 p.m. (prevailing Eastern Time). You must provide your name, address, and email address.

C. Objecting to the Proposed Settlement Agreement

Any member of the Settlement Class who wishes to object to the terms of the Proposed Settlement Agreement must do so in writing. Objections to the Settlement Agreement must be filed on or before February 20, 2014 at 4:00 p.m. (prevailing Eastern Time) (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, objections to the Proposed Settlement Agreement must be served so as to be actually received by the following parties on or before the Response Deadline: (i) Alvarez & Marsal Canada Inc., 200 Bay Street, Suite 2900, Toronto, Ontario, Canada M5J 2J1 (Attn: Richard Morawetz and Melanie MacKenzie); (ii) Osler, Hoskin & Harcourt LLP, 100 King Street West, Suite 6100, Toronto, Ontario, Canada M5X 1B8 (Attn: Marc Wasserman and Jeremy Dacks); (iii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Marc Abrams, Mary K. Warren, and Jeffrey Korn); (iv) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn); (iv) Jones Day, 77 West Wacker Drive, Suite 3500, Chicago, Illinois 60601 (Attn: Paula W. Render); (v) McCarthy Tétrault LLP, TD Bank Tower, Suite 5300, Box 48, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6 (Attn: Kevin P. McElcheran); (vi) Wild Law Group PLLC, 121 Reynolda Village,

Suite M, Winston-Salem, North Carolina 27106 (Attn: Matthew S. Wild); (vii) Wild Law Group PLLC, 98 Distillery Road, Warwick, New York 10990 (Attn: Max Wild); Wild Law Group PLLC, 319 N. Gratiot Avenue, Mt. Clemens, Michigan 48043 (Attn: John M. Perrin); and Cross & Simon, LLC, 913 North Market Street, 11th Floor, Wilmington, Delaware 19899-1380 (Attn: Christopher P. Simon).

ADDITIONAL INFORMATION

If you have questions concerning this Notice or the Action or would like copies of any of the documents referenced in this Notice, please contact:

Arctic Glacier Settlement Processing Center c/o UpShot Services LLC 7808 Cherry Creek South Drive, Suite 112 Denver, CO 80231 Email: info@arcticindirectpurchaser.com Toll Free: (855) 226-8304 Fax: (720) 249-0882