

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re: §  
REDDY ICE HOLDINGS, INC. and § Case Nos.: 12-32349 and 12-32350 (SGJ)  
REDDY ICE CORPORATION, §  
§ Chapter 11  
§  
Debtors. § Jointly Administered

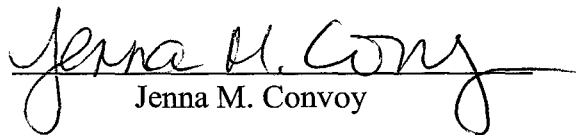
**SUPPLEMENTAL CERTIFICATE OF SERVICE**

I, Jenna M. Convoy, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the claims and noticing agent for the Debtors in the above-captioned cases.

On May 4, 2012, at my direction and under my supervision, employees of KCC caused the following document to be served via Overnight mail on the service list attached hereto as **Exhibit A**:

1. **(I) Summary of Plan and (II) Notice of (A) Commencement of Chapter 11 Cases and (B) Combined Hearing on Disclosure Statement and Confirmation of Plan of Reorganization** [Attached hereto as **Exhibit B**]

Dated: May 9, 2012

  
Jenna M. Convoy

Kurtzman Carson Consultants LLC  
2335 Alaska Avenue  
El Segundo, CA 90245  
(310) 823-9000



**EXHIBIT A**

CREDITOR NAME	CREDITOR NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
2nd Atty Lien w	Herman M Klemick	1953 SE 27th Ave		Miami	FL	33145
Alfretta Holt		331 Iris Rd		Dothan	AL	36301
Amanda Conde	Sutton T Slover	3350 Riverwood Pkwy No 2000		Atlanta	GA	30339
Amanuel Kahssai		10721 Evergreen Way No A		Everett	WA	98204
Andrea Carter	Jimenez Law Firm	806 N Grant Ave		Odessa	TX	79761
Arthurine Pegues		4717 Bradford Dr		Memphis	TN	38109
Barbara Totten		PO Box 510148		Key Colony Beach	FL	33051
Beatrice Armendaris		3250 W 8th St No 716		Odessa	TX	79763
Betty Daugherty		1329 Parkhill Dr		Billings	MT	59102
Bill Walsh		240 Lemon Bluff		Osteen	FL	32764
Brenda Linn		7161 High St		Frederick	CO	80504
Brianna Espinoza		320 Bernal St		Las Vegas	NM	87701
Caleb Bulls	USAA	9800 Fredericksburg Rd		San Antonio	TX	78288
Carlyne Sejour	Law Office of Joe C Nwankwo	2853 Logan St		Nashville	TN	37211
Deborah Koetitz	Dennis Wayman	23415 118th St Ct E		Buckley	WA	98321
Dennis Wayman		23415 118th St Ct E		Buckley	WA	98321
Didi Dedmon	Amber St John	1197 Hazelwood Dr No 103		Smyrna	TN	37167
Eddie Herrington	Theodore N Taylor	202 South Collins St		Plant City	FL	33563
Edward Dyson	Ms Miracle D Myles	7330 Highland Rd No 123		Baton Rouge	LA	70808
Elda Gonazles settled closed	Michael Siegler	7000 N Mopac Expressway Fl 2		Austin	TX	78731
Eric Wickstrom		3700 Stoneway Dr		Plano	TX	75025
Ethan Dickson	Joseph Easter Law Firm	4126 S Kansas Expy No 116		Springfield	MO	65807
Felecia Sumter	Finklea Law Firm	814 West Evans St		Florence	SC	29503
General Lee Campgrounds	Attn Craig Goodgame	1367 River Rd		Cropwell	AL	35054
Geneva Foods		155 State Rd 46		Geneva	FL	32732
Glenn King	Joseph Madalon	1119 B South 21st Ave		Hollywood	FL	33020
Jenny Batarick		2252 Kent Rd		Deltona	FL	32738
Jessica Shindelus	Mesriani Law Group	510 Arizona Ave	Rodney Mesriani	Sta Monica	CA	90401
Jewel Watson	Peter Miller Law Firm	16012 South Broadway		Little Rock	AR	72206
Joyce Tillman	Michael S Blumenthal	8201 Corporate Dr No 1120		Landover	MD	20785
Juan Pulido	Christina Davis Atty	6905 Levelland Rd		Dallas	TX	75252
Kevin Pulido, minor	Christina Davis Atty	6905 Levelland Rd		Dallas	TX	75252
Kimberly Kendrick		8601 Herrick Ln		Little Rock	AR	72209
Kimberly Roberts	Harvin Law Firm	636 Gause Blvd No 303	Joseph Harvin	Slidell	LA	70458

CREDITOR NAME	CREDITOR NOTICE NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
Latoyia Haley		178 Elm St		Lake Providence	LA	71254
Laura Rice		714 Park St No 1		Salina	KS	67401
Lisa Smith		4829 Grinstein Dr		Ft Worth	TX	76244
Magon Harrelson		PO Box 171		Effingham	SC	29541
Margaret Hochrein	Morgan & Morgan	14229 US 441	Christopher Hinckley	Tavares	FL	32778
Maribell Villasana		PO Box 3041		Parker	AZ	85344
Mary Gardner	Owens Nelson Owens & Dupree	201 West Third St	Jonathan Bridgers	Greenville	NC	27835
Mary Storr	T Renee Gordon	7411 NW 186th St		Miami	FL	33015
Matilda Mota	Fadduol Cluff & Hardy	1515 W Calle Sur	Jeffrey H Cluff	Hobbs	NM	88240
Mavis Porter		18601 Arch St		Little Rock	AR	72206
Melba Emery, Robby Emery	Downs & Associates	1880 S Dairy Ashford No 107	William A Snapp	Houston	TX	77077
Myrtis Calk	Vincent J DeSalvo	7918 Wrenwood Blvd		Baton Rouge	LA	70809
Neveen Hawaldar	David S Margram	1301 International Pkwy No 150		Sunrise	FL	33323
Norlene Walton		303 Mohawk Blvd		Tulsa	OK	74106
Pamela Lemay	Kenneth Steinberg	4210 N Roxboro No 130		Durham	NC	27704
Phillip Chang		1720 S Poplar St		Denver	CO	80224
Reliable Fence	Erie Insurance Company	100 Erie Ins Pl		Erie	PA	16530
Robin Serrone		13475 Dowing Ln		Ft Myers	FL	33907
Rosaria Villarreal	Davis W Smith Atty	1220 Ave K		Lubbock	TX	79401
Sandra Macnamara	Friedl Richardson	19840 n Cave Creek Rd	Thomas Richardson	Phoenix	AZ	85024
Sergio Huff	Jeff Richards	200 South 3rd Ave		Yuma	AZ	85364
Sesame Bradshaw		314 Bluebird Ln		Frankford	KY	40601
Sherry Falls		5946 Mount Sinai Rd		Elkton	VA	22827
Sherry Laughlin		1977 South Lake		Asheboro	NC	27205
Stephanie Nunez	Raquel Leon Pereira	3785 NW 62 /ave Ste 417		Doral	FL	33166
Thomas Taylor		1771 N Green Ferry Rd		Post Falls	ID	83854
Tiffany Opher Denied		706 Cumberland St		Baltimore	MD	21227
Wal Mart		14111 N Prasada Gateway		Surprise	AZ	85388
Walgreens		7301 Radio Rd		Naples	FL	34104
Yolanda Floyd	Steven West Days & West	PO Box 42847		Atlanta	GA	30311

**EXHIBIT B**

Vincent P. Slusher, State Bar No. 00785480  
vince.slusher@dlapiper.com  
DLA PIPER LLP (US)  
1717 Main Street, Suite 4600  
Dallas, Texas 75201  
Telephone: (214) 743-4572  
Facsimile: (972) 813-6267

Gregg M. Galardi, NY Bar No. 4535506  
gregg.galardi@dlapiper.com  
Gabriella L. Zborovsky, NY Bar No. 4851614  
gabriella.zborovsky@dlapiper.com  
Sarah E. Castle, NY Bar No. 4932240  
sarah.castle@dlapiper.com  
DLA PIPER LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 335-4500  
Facsimile: (212) 335-4501  
Proposed Attorneys for Reddy Ice Holdings, Inc. and  
Reddy Ice Corporation, Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:	§	
	§	Case Nos.: 12-32349 and 12-32350
REDDY ICE HOLDINGS, INC. and	§	
REDDY ICE CORPORATION,	§	Chapter 11
	§	
Debtors.	§	Jointly Administered

**(I) SUMMARY OF PLAN AND (II) NOTICE OF (A) COMMENCEMENT OF  
CHAPTER 11 CASES AND (B) COMBINED HEARING ON DISCLOSURE  
STATEMENT AND CONFIRMATION OF PLAN OF REORGANIZATION**

**COMMENCEMENT OF THE CHAPTER 11 CASES**

**PLEASE TAKE NOTICE** that on April 12, 2012 (the “Petition Date”), the debtors and debtors in possession in the above-captioned cases (together, the “Debtors”)<sup>1</sup> each filed petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). By

---

<sup>1</sup> Reddy Ice Holdings, Inc. is located at 8750 N. Central Expressway, Suite 1800, Dallas, Texas 75231. Its tax identification number is 56-xxx1368. In addition to Reddy Ice Holdings, Inc., Reddy Ice Corporation, Case No. 12-32350, is a debtor in these related cases. Reddy Ice Corporation is located at 8750 N. Central Expressway, Suite 1800, Dallas, Texas 75231. Its tax identification number is 75-xxx4985.

order of the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”), the cases are being jointly administered for procedural purposes under Case No. 12-32349.

**PLEASE TAKE FURTHER NOTICE** that you may be a creditor of one of the Debtors. **The filing of the bankruptcy cases automatically stays certain collection and other actions against the Debtors and the Debtors’ property. If you attempt to collect a debt or take other action in violation of chapter 11 of the Bankruptcy Code, you may be penalized.**

This notice provides important information concerning the cases. You may want to consult an attorney to protect your rights. All pleadings filed in the cases may be inspected at the office of the Clerk of the Bankruptcy Court for the Northern District of Texas (the “Clerk’s Office”) at the address listed below. In addition, most pleadings filed in the Debtors’ chapter 11 cases will be posted on the Debtors’ restructuring website, maintained by Kurtzman Carson Consultants LLC (“KCC”), the Debtors’ Voting Agent, at <http://www.kccllc.net/ReddyIce>. **PLEASE NOTE: neither the staff of the Clerk’s Office nor KCC can give legal advice.**

#### **THE PROPOSED PLAN OF REORGANIZATION**

**PLEASE TAKE FURTHER NOTICE** that on the Petition Date, the Debtors filed the Joint Plan of Reorganization of Reddy Ice Holdings, Inc. and Reddy Ice Corporation (the “Plan”) and the accompanying Disclosure Statement and Solicitation of Acceptances of a Joint Plan of Reorganization of Reddy Ice Holdings, Inc. and Reddy Ice Corporation (the “Disclosure Statement”). Copies of the Plan and Disclosure Statement are available for review as follows: (i) at the office of the Clerk of the Bankruptcy Court, Earle Cabell Building, U.S. Courthouse, 1100 Commerce Street, Room 1254, Dallas, Texas 75242-1496; (ii) at the offices of the Debtors’ undersigned counsel; (iii) on the Court’s website, <http://www.txnb.uscourts.gov>; and (iv) free of charge on the Debtors’ restructuring website maintained by KCC at

<http://www.kccellc.net/ReddyIce>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan.

The Plan provides for the restructuring of the Debtors' liabilities in a manner designed to maximize recoveries to holders of Claims against and Interests in the Debtors. A summary of the Plan is attached hereto as Exhibit A.<sup>2</sup> Additionally, certain terms of the Plan are highlighted below.

## **1. Treatment of Executory Contracts**

The Plan provides that except as otherwise expressly provided in the Plan or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, as of the Effective Date the Debtors shall be deemed to have assumed each executory contract and unexpired lease to which a Debtor is a party unless such contract or lease (i) previously was assumed or rejected by the Debtors, (ii) previously expired or terminated pursuant to its own terms, or (iii) is the subject of a motion to assume or reject filed on or before the Confirmation Date. The Debtors reserve the right, at any time prior to the Confirmation Date, to seek to reject any executory contract or unexpired lease to which a Debtor is a party. The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123 of the Bankruptcy Code approving the contract and lease assumptions described above as of the Effective Date.

## **2. Releases, Exculpation And Injunctions**

The Plan contains the following provisions:

### *A. Mutual Releases by the Debtors and the Released Parties*

**Pursuant to section 1123(b) of the Bankruptcy Code and to the extent allowed by applicable law, and except as otherwise specifically provided in the Plan or the Plan**

---

<sup>2</sup> This summary is qualified in its entirety by the terms of the Plan. In the event of any conflict between this summary and the terms of the Plan, the terms of the Plan shall control and govern.



**Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, the Reorganized Company, the Estates, and each other Released Party from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors (other than the rights to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered and/or entered into in conjunction with the Plan), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Company, the Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Company, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan (whether or not such Claim or Interest is classified in the Plan), the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Confirmation Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence.**

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF RELEASES BY THE DEBTORS AND THE RELEASED PARTIES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE RELEASES ARE: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS; (4) FAIR, EQUITABLE AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE DEBTORS OR THE REORGANIZED DEBTORS ASSERTING AN CLAIM OF CAUSE OF ACTION RELEASED PURSUANT TO THE RELEASE.

*B. Releases by Holders of Claims or Interests of Reddy Corp.*

**As of the Effective Date, each holder of a Claim or an Interest shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged Reddy Corp., Reorganized Reddy Corp. and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims assertable on behalf of Reddy Corp.,**

(other than rights to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered and/or entered into in conjunction with the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, Reddy Corp., Reddy Corp.'s restructuring, Reddy Corp.'s Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of Reddy Corp. or Reorganized Reddy Corp., the subject matter of, or the transactions or events giving rise to, any Claim or an Interest that is treated in the Plan (whether or not such Claim or Interest is classified in the Plan), the business or contractual arrangements between Reddy Corp. and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence including or pertaining to Reddy Corp. and taking place on or before the Confirmation Date, other than Claims or liabilities arising out of or relating to any act or omission of a Debtor, a Reorganized Debtor, or a Released Party that constitutes willful misconduct or gross negligence.

*C. Releases by Holders of Claims or Interests of Reddy Holdings*

As of the Effective Date, each holder of a Claim or an Interest shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged Reddy Holdings, Reorganized Reddy Holdings and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims assertable on behalf of Reddy Holdings, (other than the rights to enforce the Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered and/or entered into in conjunction with the Plan), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, Reddy Holdings, Reddy Holdings' restructuring, Reddy Holdings Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of Reddy Holdings or Reorganized Reddy Holdings, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan (whether or not such Claim or Interest is classified in the Plan), the business or contractual arrangements between Reddy Holdings and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence including or pertaining to the Debtors and taking place on or before the Confirmation Date, other than Claims or liabilities arising out of or relating to any act or omission of Reddy Holdings, Reorganized Reddy Holdings, or a Released Party that constitutes willful misconduct or gross negligence.

*D. Exculpation*

**Notwithstanding anything contained in the Plan to the contrary, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct (to the extent such duty is imposed by applicable non-bankruptcy law), but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Company (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.**

*E. Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

*F. Injunction*

**FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE IX HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE IX.J HEREOF.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.C OR ARTICLE IX.D, DISCHARGED PURSUANT TO ARTICLE IX.F, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.E, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATE OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY,

INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING ANY CLAIM AGAINST THE SECURITIES DEFENDANTS IN THE SECURITIES LITIGATIONS UNTIL SUCH TIME AS A FINAL ORDER IS ENTERED ON THE ESTIMATION MOTION.

*G. Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

**VOTING DEADLINE**

**PLEASE TAKE FURTHER NOTICE** that the Court has established **April 3, 2012** as the record date for the purpose of determining which holders of claims in impaired classes are entitled to vote on the Plan. The Court has further established **May 9, 2012 at 5:00 p.m.** (prevailing Eastern Time) as the deadline to return ballots to the Voting Agent indicating acceptance or rejection of the Plan (the "Voting Deadline"). **In the event you believe you are entitled to vote and did not receive a ballot, you may obtain a ballot by contacting the Debtors' Voting Agent, KCC, (i) by mail at: Reddy Ice Ballot Processing Center, Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245; or (ii) by telephone at: (888) 251-2679. Solicitation materials are available on KCC's website at <http://www.kccllc.net/ReddyIce> and will be provided in hard copy upon written request to KCC at the above address.**

**HEARING ON ADEQUACY OF DISCLOSURE  
STATEMENT AND CONFIRMATION OF PLAN**

**PLEASE TAKE FURTHER NOTICE** that a hearing will be held on **May 18, 2012 at 9:30 a.m.** (prevailing Central Time), before the Honorable Stacey G. C. Jernigan in the United States Bankruptcy Court for the Northern District of Texas, Earle Cabell Building, U.S. Courthouse, 1100 Commerce Street, Dallas, Texas 75242-1496, to consider (i) the adequacy of the information contained in the Disclosure Statement and (ii) confirmation of the Plan (the “Disclosure Statement and Confirmation Hearing”). The Disclosure Statement and Confirmation Hearing may be continued from time to time by announcing such continuance in open court and the Plan may be further modified, if necessary, pursuant to 11 U.S.C. § 1127 prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

**PLEASE TAKE FURTHER NOTICE** that any objections to the adequacy of the Disclosure Statement or confirmation of the Plan must

- (a) be in writing;
- (b) comply with the Bankruptcy Rules, the Local Bankruptcy Rules and other orders of this Court;
- (c) set forth the name of the objector, and the nature and amount of any claim or interest asserted by the objector against the estate or property of the Debtors;
- (d) state with particularity the legal and factual basis for such objection;
- (e) be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Texas, together with proof of service thereof; and
- (f) be served by personal service or by overnight delivery, so as to be **ACTUALLY RECEIVED** no later than **12:00 p.m.** (prevailing Central Time) on **May 15, 2012** to: (a) Reddy Ice Holdings, Inc., 8750 N. Central Expressway, Suite 1800, Dallas, Texas 75231 (Attn: Ken Fernandez); (b) counsel for the Debtors, DLA Piper LLP (US), at (i) 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Vincent P. Slusher), (ii) 1251 Avenue of the Americas, New York, New York 10020-1104 (Attn: Gregg M. Galardi, Gabriella L. Zborovsky and Sarah E. Castle), and (iii) 203 N. LaSalle Street, Suite 1900, Chicago, Illinois 60601 (Attn: Chris L. Dickerson and Jeremy R. Hall); (c) the Office of the United States

Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Lisa L. Lambert); (d) counsel for Macquarie Bank Limited, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654 (Attn: David R. Seligman); (e) Wells Fargo Bank, National Association, (f) counsel for Centerbridge Partners, LP, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, United States (Attn: Joshua A. Sussberg); (g) counsel for the ad hoc committee of noteholders, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019 (Attn: Joshua A. Feltman); and (h) counsel to any official committee(s) appointed in these cases (collectively, the "Notice Parties").

Only those objections that are timely filed and received will be considered by the Court.

**Objections not timely filed and served in the manner set forth above will not be considered and will be deemed overruled.**

#### **SECTION 341(A) MEETING**

**PLEASE TAKE FURTHER NOTICE** that a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting") will not be convened if the Plan is confirmed prior to sixty (60) days after the Petition Date. If the Plan is not confirmed by such date, the United States Trustee may schedule a Section 341(a) Meeting, and you will receive separate notice of such meeting.

## Exhibit A

### Summary of the Plan of Reorganization

To facilitate Bankruptcy Court approval of the Restructuring and effectuate our proposed restructuring, we are soliciting acceptances of the Plan of Reorganization, a copy of which is attached hereto as Appendix A. The Plan of Reorganization, if approved by the Bankruptcy Court, would result in holders of the First Lien Notes, Second Lien Notes, Discount Notes, Reddy Holdings' common stock and other claimants and interest holders receiving the treatment set forth below and in the Plan of Reorganization. For purposes of this Summary of the Plan of Reorganization, all capitalized terms have the meaning described in the Plan of Reorganization.

#### Unimpaired Classes of Claims and

Interests .....Class 1A (Prepetition Revolving Loan Claims), Class 4A (Reddy Corp. Other Secured Claims), Class 5A (Reddy Corp. Priority Claims), Class 6A (Reddy Corp. Unsecured Ongoing Operations Claims), Class 7A (Intercompany Claim), Class 10A (Intercompany Interests in Reddy Corp.), Class 1B (Prepetition Revolver Guarantee Claims), Class 4B (Reddy Holdings Other Secured Claims), Class 5B (Reddy Holdings Priority Claims) and Class 7B (Reddy Holdings Unsecured Ongoing Operations Claims) are Unimpaired by the Plan of Reorganization and will be paid in full in Cash or Reinstated. Because holders of these Claims and Interests and all other Classes of Unimpaired Claims will be paid in full, holders of these Claims and Interests are deemed to accept the Plan of Reorganization.

#### Holders Eligible to Vote on the

Plan of Reorganization.....Classes 2A (First Lien Notes Claims), 3A (Second Lien Notes Claims), 2B (First Lien Notes Guarantee Claims), 3B (Second Lien Notes Guarantee Claims), 6B (Discount Notes Claims), and 8B (Reddy Holdings General Unsecured Claims) are Impaired under the Plan and are entitled to accept or reject the Plan or Reorganization.

#### Voting Deadline .....

The solicitation of votes for the Plan of Reorganization will expire at 5:00 p.m., New York City time, on May 9, 2012, unless extended or earlier terminated by us or by order of the Bankruptcy Court. See "Procedures for Voting on the Plan of Reorganization—Procedures for Voting on the Plan of Reorganization; Deadlines."

#### Class 2A (First Lien Notes

Claims) Estimated Amount:  
approximately \$300 million .....

*Impaired*—The First Lien Notes Claims shall be Allowed in the aggregate amount of \$300 million, plus interest, fees and expenses and, for avoidance of doubt, shall not be subject to any avoidance, reductions, setoff, offset, recharacterization, subordination, (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense, disallowance, impairment, objection or any challenges under any applicable law or regulation by any Person. Each holder of an Allowed First Lien Notes Claim is entitled to vote to accept or reject the Plan. Holders of 59.97% of the aggregate amount of First Lien Notes are parties to the Restructuring and Plan Support Agreement and hence have agreed to vote in favor of the Plan.

On the Effective Date, except to the extent that a holder of an Allowed First Lien Notes Claim agrees to less favorable treatment, each holder of an Allowed First Lien Notes Claim will retain such holder's First



Lien Notes, which First Lien Notes will be governed by the terms of the Amended First Lien Notes Indenture; provided, that the Sponsor's First Lien Notes, shall, in the event of an Arctic Termination, be subject to the Sponsor Equitization in accordance with the terms and conditions of the Investment Agreement.

Estimated Recovery for holders of First Lien Notes: 100%

Class 3A (Second Lien Notes

Claims) Estimated Amount:

approximately \$147.5 million.....*Impaired*—The Second Lien Notes Claims shall be Allowed in the aggregate amount of \$147.5 million, plus fees and expenses as of the Petition Date and, for avoidance of doubt, shall not be subject to any avoidance, reductions, setoff, offset, recharacterization, subordination, (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense, disallowance, impairment, objection or any challenges under any applicable law or regulation by any Person. Each holder of an Allowed Second Lien Notes Claim is entitled to vote to accept or reject the Plan. Holders of 57.97% of the aggregate amount of Second Lien Notes are parties to the Restructuring and Plan Support Agreement and hence have agreed to vote in favor of the Plan.

On the Effective Date, except to the extent that a holder of an Allowed Second Lien Notes Claim agrees to less favorable treatment, each holder's Second Lien Notes shall be exchanged for each holder's Pro Rata share of: (i) 6,094,327 shares of Reorganized Reddy Holdco Common Stock, subject to dilution plus an additional distribution of Reorganized Reddy Holdco Common Stock in the event the Arctic Acquisition is consummated pursuant to the terms of the Plan and (ii) the right to purchase shares of Reorganized Reddy Holdco Preferred Stock pursuant to the Rights Offering; provided, that, the Allowed Second Lien Notes Deficiency Claim shall receive the treatment set forth below in Class 8A Reddy Corp. General Unsecured Claim.

Estimated Recovery: 11-44%<sup>1</sup>

Class 2B (First Lien Notes Guarantee

Claims) Estimated Amount:

approximately \$300 million.....*Impaired*—On the Effective Date, in full and final satisfaction of each First Lien Notes Guarantee Claim, except to the extent that a holder of an Allowed First Lien Notes Guarantee Claim agrees to less favorable treatment, each holder of an Allowed First Lien Notes Guarantee Claim will receive a guarantee from Reorganized Reddy Holdings, which guarantee shall secure the obligations of Reorganized Reddy Corp. under the Amended First Lien Notes Indenture.

Estimated Recovery under the First Lien Guarantee Claims: 100%

Class 3B (Second Lien Notes

Guarantee Claims) Estimated

Amount: \$147.5 million.....*Impaired*—Holders of Second Lien Notes Guarantee Claims will receive the proceeds of the Intercompany Claim, but only to the extent

---

<sup>1</sup> The recovery will increase in the event the Arctic Acquisition is consummated.

necessary to make the Reddy Holdings General Unsecured Claim Settlement Payments and transfers to Class 8B, the Discount Notes Payments and transfers to Class 6B and certain transfers to Class 10B.

Estimated Recovery under Second Lien Notes Guarantee: 11%<sup>2</sup>

Class 6B (Discount Notes Claims)

Estimated Amount: \$11.7 million.....Impaired—(A) On the Effective Date, unless the holder of such Claim and the Debtors agree to less favorable treatment, each holder of an Allowed Discount Notes Claim shall receive, from amounts to which holders of the Allowed Second Lien Notes Claims and Allowed Second Lien Notes Guarantee Claims would otherwise be entitled, such holder's Pro Rata share of the Discount Notes Initial Payment. On the three-month anniversary of the Effective Date, unless the holder of such Claim and the Debtors agree to less favorable treatment, each holder of an Allowed Discount Notes Claim shall receive, from amounts to which holders of the Allowed Second Lien Notes Claims and Allowed Second Lien Notes Guarantee Claims would otherwise be entitled, such holder's Pro Rata share of the Discount Notes Subsequent Payment.

(B) As set forth in Article V.D of the Plan, in the event that the Arctic Acquisition is consummated, upon such consummation, holders of Allowed Discount Notes Claims shall also be entitled to receive, from amounts to which holders of the Allowed Second Lien Notes Claims and Allowed Second Lien Notes Guarantee Claims would otherwise be entitled, their Pro Rata Share of the Arctic Acquisition Discount Notes Payment.

Estimated Recovery under Discount Notes Claims: 50%<sup>3</sup>

Class 8B (Reddy Holdings Unsecured Claims) Estimated Amount: \$73.5 million to \$130.5 million .....

.....Impaired—(A) If Class 8B Reddy Holdings General Unsecured Claims votes as a class to accept the Plan, the holders of the Allowed Second Lien Notes Guarantee Deficiency Claims shall waive their right to participate in any distribution of the Reddy Holdings General Unsecured Claim Settlement Payments, and the remaining holders of Allowed Reddy Holdings General Unsecured Claims shall receive, in full and final satisfaction of each Allowed Reddy Holdings General Unsecured Claim, their Pro Rata share of the Reddy Holdings General Unsecured Claim Settlement Payments.

(B) If Class 8B Reddy Holdings General Unsecured Claims votes as a class to reject the Plan, then on the Effective Date the holders of Reddy Holdings General Unsecured Claims shall not receive any property under the Plan on account of such Reddy Holdings General Unsecured Claims and the obligations of the Debtors on account of such Claims

---

<sup>2</sup> The recovery represents transfers that will be made by the holders of the Second Lien Notes Guarantee Claims to certain holders of Allowed Reddy Holdings General Unsecured Claims, Allowed Discount Note Claims and Allowed Interests in Reddy Holdings pursuant to the Plan upon the satisfaction of certain conditions. After such transfers, the holders of the Second Lien Notes Guarantee Claims will not retain any property.

<sup>3</sup> The recovery will increase in the event the Arctic Acquisition is consummated.

shall be discharged.

Estimated Recovery: 0-5%

Impaired Classes of Claims and

Interests Receiving No Recovery.....Each of Class 8A (Reddy Corp. General Unsecured Claims), Class 9A (Reddy Corp. Subordinated 510(b) Claims), Class 9B (Reddy Holdings Subordinated 510(b) Claims) and Class 10B (Interests in Reddy Holdings) is Impaired by the Plan of Reorganization. No holder of a Claim in those Classes will retain any property or interest in the Debtors under the Plan of Reorganization. Accordingly, each holder of a Class 8A, 9A, 9B and 10B Claim or Interest is deemed to reject the Plan of Reorganization. Moreover, the Debtors intend to file the Estimation Motion seeking to estimate all Class 9A Reddy Corp. Subordinated 510(b) Claims and Class 9B (Reddy Holdings Subordinated 510(b) Claims) at \$0.

Other Distributions .....Notwithstanding the foregoing, the holders of the Class 3A (Second Lien Notes Claims) and Class 3B (Second Lien Notes Guarantee Claims) shall make certain distributions to Class 10B (Interests in Reddy Holdings), subject to certain conditions as set forth in greater detail in Articles III and V of the Plan.

For a more detailed discussion of treatment under the Plan of Reorganization, see the section of the Disclosure Statement entitled “The Plan of Reorganization—Certain Matters Regarding Classification and Treatment of Claims and Interests.”

Discount Notes Claim Distributions.....Each holder of an Allowed Discount Notes Claim shall be entitled to receive such holder’s Pro Rata share of: (i) \$4.68 million in Cash on the Effective Date (the “Discount Notes Initial Payment”) and (ii) \$1.17 million (the “Discount Notes Subsequent Payment”) on the three month anniversary of the Effective Date or, in the Sponsor’s sole discretion, an earlier date (the “Discount Notes Subsequent Payment Date”), and such Discount Notes Subsequent Payment shall accrue interest at a rate of 7% per annum from the Effective Date until the Discount Notes Subsequent Payment Date. In the event that the Arctic Acquisition is consummated prior to the Discount Notes Subsequent Payment Date, the distribution to the holders of Allowed Discount Notes Claims shall be increased by \$2.34 million (the “Arctic Acquisition Discount Notes Payment”), which additional amount shall accrue interest at a rate of 7% per annum from the Effective Date until the Discount Notes Subsequent Payment Date. In the event that the Arctic Acquisition is consummated after the Discount Notes Subsequent Payment Date, the Arctic Acquisition Discount Notes Payment shall be made within ten (10) business days following the Arctic Acquisition (the “Arctic Acquisition Discount Notes Payment Date”) and shall accrue interest at a rate of 7% per annum from the Effective Date until the Arctic Acquisition Discount Notes Payment Date. For the avoidance of doubt, any obligation with respect to the Arctic Acquisition Discount Notes Payment, including payment of interest thereon, will terminate upon an Arctic Termination. Reorganized Reddy Holdings’ obligation to make the Discount Notes Subsequent Payment and the Arctic Acquisition Discount Notes Payment, as applicable, shall be evidenced by promissory notes setting forth the terms of the distributions described in the Plan and otherwise reasonably acceptable to the holders of

Allowed Discount Notes Claims, in substantially the form of Exhibit K to the Plan (the “Discount Notes Promissory Notes”).

Reddy Holdings General Unsecured

Claims Settlement Payments.....In the event that Class 8B Reddy Holdings General Unsecured Claims votes as a class to accept the Plan, the holders of the Allowed Second Lien Notes Guarantee Deficiency Claims shall waive their right to participate in any distribution of the Reddy Holdings General Unsecured Claim Settlement Payments, and the remaining holders of Allowed Reddy Holdings General Unsecured Claims shall receive, in full and final satisfaction of each Allowed Reddy Holdings General Unsecured Claim, their Pro Rata share of the Reddy Holdings General Unsecured Claim Settlement Payments. The Reddy Holdings General Unsecured Claim Settlement Payments are in complete satisfaction, settlement, discharge, and release of, all Claims and Causes of Action, including, but not limited to, any fraudulent conveyance or lien avoidance action relating to, in connection with or arising out of the Intercompany Claim. For the avoidance of doubt, the Reddy Holdings General Unsecured Claim Settlement Payments shall not be evidenced by any promissory note or other instrument

New Management Incentive Plan.....The Plan of Reorganization contemplates that after the Effective Date the new board of directors of Reorganized Reddy Holdings shall be authorized to adopt the New Management Incentive Plan. Under the New Management Incentive Plan, up to 15% of the Reorganized Reddy Holdco Common Stock, on a fully diluted basis (after giving effect to the Reorganized Reddy Holdco Preferred Stock on an as converted basis), shall be allocable at the discretion of the New Board of Reorganized Reddy Holdings.

Pursuit of Arctic Acquisition .....On February 22, 2012, the Manitoba Court of Queen’s Bench granted Arctic’s application for an order under the CCAA authorizing Arctic to commence a court supervised recapitalization of its business through the initiation of a sale and investment solicitation process (the “Arctic Solicitation Process”). The purpose of the Arctic Solicitation Process is to seek sale proposals and investment proposals from qualified bidders and to implement one or a combination of them in respect of Arctic’s property and business. Prior to the Petition Date, we submitted a non-binding letter of intent to Arctic regarding participation in the Arctic Solicitation Process. The letter of intent contemplates our acquisition of substantially all of Arctic’s business and assets. On April 5, 2012, we were advised by the financial adviser to Arctic that we were approved to move to phase 2 of the Arctic Solicitation Process. Our interest in Arctic remains subject to, among other things, completion of due diligence, negotiation of acceptable transaction documents, and receipt of sufficient commitments for debt and equity financing for the acquisition. Centerbridge has indicated its interest in providing the entire amount of the equity financing for the Arctic Acquisition. There can be no assurance that we will consummate an acquisition of Arctic. If the Reorganized Company is the successful bidder in connection with, and ultimately consummates, the Arctic Acquisition, Classes 3A and 10B will receive the Second Lien Acquisition Closing Shares or further cash distributions and Class 6B will receive the Arctic Acquisition Discount Notes Payment, all as more fully described in Articles III and V of the Plan of Reorganization.

Releases and Exculpation .....If the Plan of Reorganization is confirmed and consummated, the Company and each creditor will be deemed to have released the Released Parties (as defined below) from, among other things, any and all claims the Company or the creditor may have relating in any manner to the Company, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Company, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Confirmation Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. The "Released Parties" include (a) the Company, the Debtors, the Reorganized Company and their Affiliates; (b) the current and former directors and officers of the Company; (c) each member of the Ad Hoc Noteholder Group; (d) the Sponsor; (e) the lender(s), arranger(s) and agent(s) under each of (i) the Exit Credit Facility Agreement, (ii) the DIP Loan Agreement and (iii) the Prepetition Revolving Loan Credit Agreement; and (f) with respect to each of the foregoing Persons in clauses (a) through (e), such Persons' subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, affiliates and representatives, in each case only in their capacity as such. Further, each of the Exculpated Parties (as defined below) shall be exculpated from any and all claims related to any act or omission in connection with, relating to or arising out of the Debtors' in or out of court restructuring efforts, the Debtors' Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Plan securities, or the distribution of property under the Plan or any other related agreement. The "Exculpated Parties" include the (a) the Debtors, the Reorganized Company and their Affiliates; (b) the current and former directors and officers of the Company; (c) the members of the Ad Hoc Noteholder Group; (d) the Sponsor; (e) the lender(s), arranger(s) and agent(s) under each of (i) the Exit Credit Facility Agreement, (ii) the DIP Loan Agreement, and (iii) the Prepetition Revolving Loan Credit Agreement; (f) the Disbursing Agent; and (g) with respect to each of the foregoing Persons in clauses (a) through (f), such Persons' subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, affiliates and representatives, in each case only in their capacity as such.

Voting on the Plan of Reorganization .....The "Voting Record Date" for purposes of determining holders of Notes that are eligible to vote on the Plan of Reorganization is April 3, 2012. To be counted, an appropriate instruction (in the form of the

Ballot) must be provided to the Nominee prior to the Voting Deadline.

All Master Ballots and Ballots tendered by the Voting Deadline may be utilized by us in connection with determining acceptances and rejections of the Plan of Reorganization at any time. Thus, all votes represented by such Master Ballots and Ballots shall be deemed continuously effective until such time. Under the Bankruptcy Code, for purposes of determining whether the requisite acceptances of the Plan of Reorganization have been received, only holders who vote will be counted. Holders of Notes who do not follow the instructions provided herein for indicating a vote on the Plan of Reorganization will not be counted for purposes of determining whether the Plan of Reorganization has been accepted by the requisite number and amount of votes.

Restructuring Support Agreement .....Prior to the date of the Disclosure Statement, certain holders of the First Lien Notes, Second Lien Notes, including the Sponsor, which collectively hold 59.97% of the aggregate amount of outstanding claims under the First Lien Notes and 57.97% of the aggregate amount of outstanding claims under the Second Lien Notes, respectively, and certain holders of Discount Notes which collectively hold 91.81% of the aggregate amount of outstanding claims under the Discount Notes, executed the Restructuring and Plan Support Agreement whereby they agreed to vote in favor of the Plan of Reorganization. The Restructuring and Plan Support Agreement is subject to certain conditions including, without limitation, that the Company pursue the acquisition of or of all or substantially all of the assets of Arctic, that the Bankruptcy Court approve the Plan of Reorganization in all material respects and that we do not amend or modify the Plan of Reorganization in any way that is materially adverse to holders who have signed the Restructuring and Plan Support Agreement. See “Certain Relationships and Related Transactions—Support Agreements.”

New Stockholders’ Agreement .....Prior to the consummation of the Restructuring Transactions, the existing stockholders’ agreement between Holdings and certain of its stockholders will be terminated. In addition, each holder who receives Reorganized Reddy Holdco Common Stock or Reorganized Reddy Preferred Stock under the Plan of Reorganization representing at least 5% of the Reorganized Reddy Holdco Common Stock (including Reorganized Reddy Holdco Preferred Stock on an as converted basis but excluding the New Management Incentive Plan) may elect to become a party to the New Stockholders’ Agreement and, if so electing, would be required to execute documentation confirming that such holder is a party. Parties electing to join the New Stockholders’ Agreement will be subject to additional restrictions on transfer. See “Certain Relationships and Related Transactions—Stockholders Agreement.”

Certain Consequences to  
Non-Accepting holders of  
Claims and Interests .....If the Plan of Reorganization is confirmed and consummated, all holders of Claims against and Interests in the Debtors, including the Noteholders, would receive the treatment set forth below, whether or not they vote for acceptance of the Plan of Reorganization. See “Risk Factors.”

Voting Agent .....Kurtzman Carson Consultants LLC, is serving as the Voting Agent in connection with the Plan of Reorganization. The telephone number of the Voting Agent is (888) 251-2679 and the email address is ReddyIceInfo@kccllc.com.

Requests for additional copies of the Disclosure Statement, the Ballot and any other documents referred to in the Disclosure Statement or Ballot should be directed to the Voting Agent at its address set forth on the back cover of the Disclosure Statement.

Risk Factors .....See "Risk Factors" immediately following this summary in the Disclosure Statement for a discussion of certain risks that may be relevant to Holders of the First Lien Notes, Second Lien Notes, Discount Notes and certain other unsecured creditors of Reddy Holdings voting in favor of the Plan of Reorganization.