

**MODIFICATION AGREEMENT TO SETTLEMENT AGREEMENT BETWEEN
INDIRECT PURCHASER PLAINTIFFS AND THE HOME CITY ICE COMPANY**

This Modification Agreement (the "Modification Agreement") is made, and entered into, as of this ~~24~~²⁹ day of October, 2016, by and between The Home City Ice Company ("Home City") and the Plaintiffs, both individually and on behalf of Settlement Classes I & II of indirect purchasers of Packaged Ice who purchased Packaged Ice indirectly from Home City or any Defendant named in the Actions during the Class Period (collectively, the "Parties").

WHEREAS on March 7, 2012, the Parties entered into the Settlement Agreement Between Indirect Purchaser Plaintiffs and The Home City Ice Company (the "Original Settlement Agreement");

WHEREAS on December 20, 2012, on the Parties entered into Modification To Settlement Agreement Between Indirect Purchaser Plaintiffs and The Home City Ice Company (the "Original Modification Agreement");

WHEREAS on December 11, 2015, the Parties entered in the Amended and Restated Settlement Agreement, which was intended to, in effect, combine the settlement funds in the previous Reddy Ice Corporation (and related parties) and their administration with the Home City settlement funds and administration, but made was contingent upon approval by the courts involved and, if not so approved, would reinstate the Original Home City Settlement Agreement, as amended on December 20, 2012;

WHEREAS on August 9, 2016, the Court issued an Order declaring the Amended and Restated Settlement Agreement null and void and directed the making of a motion for preliminary approval of the Original Settlement Agreement and the Original Modification Agreement;

WHEREAS this Modification Agreement is intended to allow for notice and claims generation in a manner to be approved by the Court and authorize an increase in expenditures on such and other matters from \$500,000 to \$650,000 and to change certain administrative matters relating to the maintenance of the Settlement Fund;

NOW, THEREFORE, the Parties agree as follows:

1. The Original Modification Agreement is declared null and void.
2. All terms used herein shall have the same meaning as in the Original Settlement Agreement. Accordingly, the use of the words "the Agreement" and "this Agreement" shall refer to the Original Settlement Agreement dated March 7, 2012.
3. Paragraph 19 of the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

"Pursuant to an order granting preliminary approval, notice of the settlement and claims generation shall be done in a manner ordered by the Court."

4. Paragraph 27 of the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

"After the Execution Date, all payments and expenses associated with bank and/or brokerage fees in relation to the Settlement Fund may be made from the Settlement Fund. After the Execution Date, all payments and expenses associated with taxation matters incurred in relation to the Settlement Fund, such as securing tax advice, preparation and filing of appropriate tax returns and payment of any taxation liabilities, may be made from the Settlement Fund, provided, however, that the aggregate amount of such payments do not exceed the aggregate income earned by the Settlement Fund by more than \$2,500; Court or Home City's approval shall be required only for expenditures of a greater sum. Class Counsel may seek to have the Settlement Fund designated a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder. Expenses incurred by Class Counsel for providing notice, generating claims and/or administering the Settlement may be made from the Settlement Fund if the Court grants preliminary approval. After preliminary approval but before the Effective Date, the total amount permitted to be spent from the Settlement Fund for providing notice, generating claims and/or administering the Settlement shall not exceed \$650,000. No payments made pursuant to this paragraph shall be refundable to Home City in the event that this Modification Agreement or the Agreement is disapproved, rescinded, or otherwise fails to become effective. All expenses incurred pursuant to this paragraph shall be payable from or deemed to have been made from the Settlement Fund, which reduces the amount to be refunded

to Home City in the event that this Modification Agreement or the Agreement is disapproved, rescinded, or otherwise fails to become effective.”

5. Paragraph of 28 the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

“Class Counsel shall have absolute discretion to invest the Settlement Fund in any combination of instruments backed by the full faith and credit of the United States government or fully insured by the United States government or an agency thereof, including, without limitation, a U.S. Treasury Money Market Fund or bank accounts or certificates of deposit insured to the guaranteed FDIC limit. In their absolute discretion, Class Counsel may invest in such instruments with a maturity of 6 months or less. Notwithstanding the foregoing, Class Counsel may deposit amounts in excess of the FDIC limit in a bank account or money market account for a reasonable period of time as may be reasonably necessary to make the payments or transfers contemplated by this Modification Agreement or the Agreement.”

6. Paragraph 29 of the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

“In the event that the Court imposes notice, claims generation or administrative costs that would require Plaintiffs to incur costs in excess of \$650,000, Plaintiffs may rescind this Agreement on five days written notice unless within five days of receipt of said notice Home City agrees to increase the Settlement Amount by the amount that such costs will exceed \$650,000 and allows such additional funds to be non-refundable pursuant to this Modification Agreement and the Agreement. Neither Plaintiffs nor Class Counsel will be required to assume liability for expenses associated with approval of this Agreement that have not been paid unconditionally and without refund by Home City and Plaintiffs expressly reserve all of their rights if this Agreement is rescinded by Home City or Plaintiffs pursuant to this paragraph 29.”

7. Paragraph 31 of the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

“Plaintiffs and Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current or future litigation costs and expenses and attorneys’ fees. Home City shall not be liable for any costs, expenses, or fees in excess of the Settlement Fund of any of Plaintiffs’ attorneys, experts, advisors, agents or representatives. No disbursements shall be made from the Settlement Fund prior to the Effective Date of the Agreement except as is consistent with this Modification Agreement and/or the Agreement.”

8. Paragraph 36 of the Original Settlement Agreement shall be deleted in its entirety and replaced with the following:

"If any provision of this Modification Agreement or the Agreement is held illegal or unenforceable in a judicial proceeding, or if the Court does not approve any such provision, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Modification Agreement and/or the Agreement (including, without limitation, the Settlement Amount) remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties. If the Court does not approve the fundamental terms and conditions of this Agreement, such that the invalidity or non-enforceability of such term(s) or condition(s) renders the remainder of the Modification Agreement and/or Agreement taken as a whole substantially different than that which the Parties entered into, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment order or if the Court enters the final judgment order and appellate review is sought and, on such review, such final judgment order is not affirmed, then Home City and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Modification Agreement and/or the Agreement in their entirety and any and all amounts then constituting or remaining in the Settlement Fund (including all interest earned thereon, if any) shall be returned forthwith to Home City, except for such disbursements made or to be paid which were or have been incurred in accordance with this Modification Agreement and the Agreement (not to exceed such amount as permitted by this Modification Agreement or the Agreement). A modification or reversal on appeal of amount of Class Counsel's fees or reimbursement of litigation costs and expenses awarded by the Court or any plan of allocation or distribution of the Settlement Fund shall not be deemed to affect the fundamental terms and conditions of this Modification Agreement or the Agreement. Home City and Plaintiffs expressly reserve all of their rights if this Modification Agreement or the Agreement does not become effective or if it is rescinded by Home City or Plaintiffs pursuant to this paragraph 36."

9. These recitals are an integral part of this Modification Agreement.



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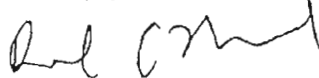
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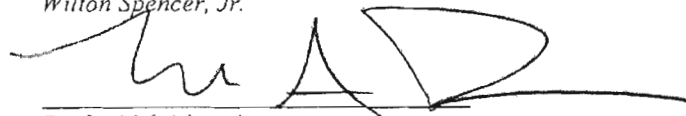
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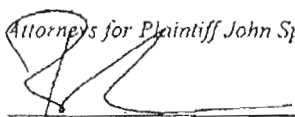
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