

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,	Civil Action No. 2:08-cv-13451 (E.D. Mich.)
Debtors.	Chapter 11
	Jointly Administered

PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

- A. To recover as a member of the Class based on your claim in the action entitled *John Chamberlain, individually and on behalf of all others similarly situated, v. Reddy Ice Holdings, Inc., et al.*, Civil Action No. 2:08-cv-13451 (E.D. Mich.) (the “Securities Action”),¹ you must complete this Proof of Claim and Release form (“Proof of Claim”). If you fail to submit a Proof of Claim by the deadline, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Securities Action (“Settlement”), as set forth in the Stipulation and Agreement of Settlement (“Settlement Agreement”).
- B. Submission of this Proof of Claim, however, does not ensure that you will share in the proceeds of the Settlement Fund created in this Action.
- C. **YOU MUST COMPLETE AND SUBMIT YOUR PROOF OF CLAIM VIA MAIL POSTMARKED NO LATER THAN JULY 18, 2012, ADDRESSED TO THE CLAIMS AGENT AS FOLLOWS:**

Reddy Ice Holdings Class Action
c/o KCC Class Action Services
P.O. Box 6177
Novato, CA 94948-6177

If you are NOT a member of the Class (as defined below), DO NOT submit a Proof of Claim.

- D. If you are a member of the Class, you are bound by the terms of any order entered by the Bankruptcy Court with respect to the Settlement, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE

- A. If you purchased or otherwise acquired the publicly-traded securities of Reddy Ice Holdings, Inc. (“Reddy Ice”) between August 10, 2005 and September 15, 2008, inclusive, and were damaged thereby (the “Class”), and held the securities in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.
- B. Use “Part I” of this form (below) entitled “Claimant Identification” to identify each owner of record (“nominee”), if different from the beneficial owner of the Reddy Ice securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S) OF THE REDDY ICE SECURITIES UPON WHICH THIS CLAIM IS BASED.**
- C. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons or entities represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in the rejection of the claim.

¹ The Securities Action was transferred from the United States District Court for the Eastern District of Michigan to the United States Bankruptcy Court for the Northern District of Texas (“Bankruptcy Court”) for purposes of approving and administering the Settlement in conjunction with other matters affecting the Reddy Ice bankruptcy estate.

III. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

- A. In the space provided below, supply all required details of your transaction(s) in publicly-traded Reddy Ice securities (*i.e.* common stock and options). If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
- B. Please provide all of the requested information with respect to ***all*** of your purchases and acquisitions of the publicly-traded Reddy Ice securities set forth herein, regardless of whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
- C. List each transaction separately and in chronological order by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
- D. Broker confirmations or other documentation of your transactions in publicly-traded Reddy Ice securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in the rejection of your claim.
- E. The requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Agent may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Agent cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Agent may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

PROOF OF CLAIM AND RELEASE FORM
Must be Postmarked No Later Than: July 18, 2012

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State

Postal / Zip Code

Foreign Province

Foreign Country

Social Security Number or Taxpayer Identification Number (if U.S. Citizen / Resident)

Country / Area Code

Telephone Number

Country / Area Code

Telephone Number

Record Owner's Name (if different from beneficial owner listed above)

Check One:

____ Individual

____ Joint Owners

____ Estate

____ Corporation

____ IRA

____ Other _____ (specify)

PART II: SCHEDULE OF TRANSACTIONS IN COMMON STOCK

A. BEGINNING HOLDINGS: At the opening of trading on August 10, 2005, I owned _____ shares of Reddy Ice common stock. If none, write "0" (must be documented).

B. PURCHASES AND ACQUISITIONS: I made the following purchases/acquisitions of Reddy Ice common stock between August 10, 2005 and December 12, 2008, inclusive (must be documented):

Date(s) of Purchase(s)/Acquisition(s) (List Chronologically) Month/Day/Year	Number of Shares of Reddy Ice Common Stock Purchased and/or Acquired	Purchase/Acquisition Price Per Share of Reddy Ice Common Stock	Aggregate Cost (excluding commissions, taxes and fees)
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____

C. SALES: I made the following sales of Reddy Ice common stock between August 10, 2005 and December 12, 2008, inclusive (must be documented):

Date(s) of Sale(s) (List Chronologically) Month/Day/Year	Number of Shares of Reddy Ice Common Stock Sold	Sale Price Per Share of Reddy Ice Common Stock	Aggregate Cost (excluding commissions, taxes and fees)
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____
____/____/____		\$ _____	\$ _____

D. UNSOLD HOLDINGS: At the close of trading on December 12, 2008, I still owned _____ shares of Reddy Ice common stock. If none, write "0" (must be documented).

Please Note: Information requested with respect to your purchases/acquisitions in Reddy Ice common stock from September 16, 2008 through December 12, 2008, inclusive is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Claim(s) pursuant to the Plan of Allocation for the Settlement.

If you require additional space, attach extra schedules in the same format as above. Copies of broker's confirmations or other documentation evidencing your transactions in Reddy Ice common stock should be attached.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART III: SCHEDULE OF TRANSACTIONS IN CALL OPTIONS

- A. BEGINNING HOLDINGS:** At the opening of trading on August 10, 2005, I owned the following call option contracts (must be documented):

Number of Contracts	Expiration Month and Year & Strike Price of Options	Purchase Price Per Contract	Amount Paid (excluding commissions, taxes and fees)	Insert an "E" if Exercised or an "X" if Expired	Exercise Date (Month/Day/Year)
	___/___ \$____.____	\$____	\$____		___/___/___
	___/___ \$____.____	\$____	\$____		___/___/___
	___/___ \$____.____	\$____	\$____		___/___/___

- B. PURCHASES:** I made the following purchases of call option contracts between August 10, 2005 and September 15, 2008, inclusive (must be documented):

Date(s) of Purchase(s) (List Chronologically) Month/Day/Year	Number of Contracts	Expiration Month and Year & Strike Price of Options	Purchase Price Per Contract	Amount Paid (excluding commissions, taxes and fees)	Insert an "E" if Exercised or an "X" if Expired	Exercise Date (Month/Day/Year)
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___

- C. SALES:** I made the following sales of the above call option contracts which call option contracts were purchased between August 10, 2005 and September 15, 2008, inclusive (include all such sales no matter when they occurred) (must be documented):

Date(s) of Sale(s) (List Chronologically) Month/Day/Year	Number of Contracts	Expiration Month and Year & Strike Price of Options	Sale Price Per Contract	Amount Received (excluding commissions, taxes and fees)
___/___/___		___/___ \$____.____	\$____	___/___/___
___/___/___		___/___ \$____.____	\$____	___/___/___
___/___/___		___/___ \$____.____	\$____	___/___/___

If you require additional space, attach extra schedules in the same format as above. Copies of broker's confirmations or other documentation evidencing your transactions in call options should be attached.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART IV: SCHEDULE OF TRANSACTIONS IN PUT OPTIONS

- A. BEGINNING HOLDINGS:** At the opening of trading on August 10, 2005, I was obligated on the following put option contracts (must be documented):

Number of Contracts	Expiration Month and Year & Strike Price of Options	Sale Price Per Contract	Amount Received (excluding commissions, taxes and fees)	Insert an "A" if Assigned or an "X" if Expired	Assign Date (Month/Day/Year)
	___/___ \$____.____	\$____	\$____		___/___/___
	___/___ \$____.____	\$____	\$____		___/___/___
	___/___ \$____.____	\$____	\$____		___/___/___

- B. SALES (WRITING) OF PUT OPTIONS:** I wrote (sold) put option contracts between August 10, 2005 and September 15, 2008, inclusive (must be documented):

Date(s) of Writing (Sale) (List Chronologically) Month/Day/Year	Number of Contracts	Expiration Month and Year & Strike Price of Options	Sale Price Per Contract	Amount Received (excluding commissions, taxes and fees)	Insert an "A" if Assigned or an "X" if Expired	Assign Date (Month/Day/Year)
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___
___/___/___		___/___ \$____.____	\$____	\$____		___/___/___

- C. COVERING TRANSACTIONS (REPURCHASES):** I made the following repurchases of the above put option contracts that I wrote (sold) on or before September 15, 2008, inclusive (include all repurchases no matter when they occurred) (must be documented):

Date(s) of Repurchase (List Chronologically) Month/Day/Year	Number of Contracts	Expiration Month and Year & Strike Price of Options	Price Paid Per Contract	Aggregate Cost (excluding commissions, taxes and fees)
___/___/___		___/___ \$____.____	\$____	___/___/___
___/___/___		___/___ \$____.____	\$____	___/___/___
___/___/___		___/___ \$____.____	\$____	___/___/___

If you require additional space, attach extra schedules in the same format as above. Copies of broker's confirmations or other documentation evidencing your transactions in put options should be attached.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART V: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

1. I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement described herein and available for review on the website <http://classaction.kccllc.net/ReddyIce>. I (We) also submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of Texas with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein and any order pertaining to the Settlement that is entered by the Bankruptcy Court. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any order pertaining to the Settlement that is entered by the Bankruptcy Court.
2. I (We) agree to furnish additional information to the Claims Agent to support this claim if required to do so.

PART VI: DEFINITIONS AND RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, discharge and release all "Settled Claims" against all "Released Parties," including "Unknown Claims," as defined below.
 - (a) "Settled Claims" means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown Claims, foreseen or unforeseen, whether arising under federal, state, common or foreign law, that (a) Lead Plaintiffs or any other member of the Class asserted in the Action or could have asserted in any forum, that arise out of, are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, disclosures, representations or omissions involved, set forth or referred to in the Action; or (b) relate in any way to any violation of state, federal or any foreign jurisdiction's securities or other laws, any misstatement, omission or disclosure (including in financial statements), any breach of duty, any negligence or fraud, or any other alleged wrongdoing or misconduct by the Released Parties relating in any way to the purchase or other acquisition of the publicly-traded securities of Reddy Ice, or the purchase or other acquisition of call options or sale of put options in Reddy Ice common stock, by members of the Class during the Class Period. Notwithstanding the foregoing, "Settled Claims" does not include claims relating to the enforcement of the Settlement.
 - (b) "Released Parties" means the following, as each is defined in the Plan: (a) the Company, the Debtors, the Reorganized Company and their Affiliates; (b) the current and former directors and officers of the Company (including the Individual Defendants); (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.
 - (c) "Unknown Claims" means any and all Settled Claims that the Lead Plaintiffs and/or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Parties' Claims that the Released Parties or their attorneys do not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties (or Lead Plaintiffs, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Settled Claims and Released Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive and each of the Class Members and Released Parties shall be deemed to have, and by operation of the Settlement Order shall have, expressly waived the provisions, rights, and benefits conferred by California Civil Code § 1542, to the extent this provision may apply, which provides:

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 the debtor.

Upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Released Parties shall be deemed to have, and by operation of the Settlement Order shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of jurisdiction or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. The Settling Parties acknowledge, and Class Members and Released Parties by law and operation of the Settlement Order shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Released Parties' Claims was separately bargained for and was a material element of the Settlement.

2. This release shall be of no force or effect unless and until the Court gives final approval to the Settlement and the Effective Date occurs.

PART VII: REPRESENTATIONS

1. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
2. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings, purchases, acquisitions and sales transactions in Reddy Ice securities requested on the schedules set forth above.
3. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a) (1) (c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the State of Texas and the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this ____ day of _____ in _____.

(month, year) (City, State, Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of persons signing, *e.g.*, Beneficial Purchaser, Executor or Administrator)

(Capacity of persons signing, *e.g.*, Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist

1. Please sign the Certification section of the Proof of Claim and Release above.
2. If this claim is being made on behalf of joint claimants, both must sign.
3. Remember to attach supporting documentation.
4. Do not send original stock certificates.
5. Keep a copy of your Proof of Claim and Release form and all documents submitted for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send the Claims Agent your new address.

This form and your supporting documentation must be postmarked no later than July 18, 2012.