Execution Version

SUPPORT AND VOTING AGREEMENT

THIS AGREEMENT is made as of the 29th day of November, 2013.

BETWEEN:

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.) (the "**Shareholder**")

-and-

ACQUISITION GLACIER INC., a corporation existing under the laws of Canada (the "**Purchaser**")

-and-

ACQUISITION GLACIER II INC., a corporation existing under the laws of Canada (the "**Purchaser Parent**")

WHEREAS the Shareholder is the beneficial owner of 5,183,684 common shares in the share capital of Atrium Innovations Inc. (the "**Corporation**") and of $25,000,000 in principal amount of 5.75% convertible unsecured subordinated debentures of the Corporation (the "**Subject Securities**");

AND WHEREAS the Purchaser, the Purchaser Parent and the Corporation have entered into an arrangement agreement concurrently with the entering into of this Agreement (the "**Arrangement Agreement**");

AND WHEREAS the Shareholder acknowledges that the Purchaser and the Purchaser Parent would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.
INTERPRETATION

Section 1.1 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

ARTICLE 2.
COVENANTS OF THE SHAREHOLDER

Section 2.1 General

The Shareholder hereby covenants and agrees in favour of the Purchaser and the Purchaser Parent that, from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with Article 5, except as permitted by this Agreement:

(a) at the Atrium Meeting (including in connection with any separate vote of any sub-group of securityholders of the Corporation that may be required to be held and of which sub-group the Shareholder forms part) or at any adjournment thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement Resolution is sought, the Shareholder shall cause its Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (i) in favour of the approval of the Arrangement Resolution, and (ii) in favour of any other matter necessary for the consummation of transactions contemplated by the Arrangement Agreement.

(b) at any meeting of securityholders of the Corporation (including in connection with any separate vote of any sub-group of securityholders of the Corporation that may be required to be held and of which sub-group the Shareholder forms part) or at any adjournment thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the securityholders of the Corporation is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Securities to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities against any (i) Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement or (ii) against any action or agreement (including, without limitation, any amendment of any agreement) that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the Corporation in the Arrangement Agreement or the Shareholder in this Agreement;

(c) no later than ten Business Days prior to the date of the Atrium Meeting, the Shareholder shall deliver or cause to be delivered to the Corporation, with a copy to the Purchaser and the Purchaser Parent concurrently, a duly executed proxy or proxies directing those individuals as may be designated by the Corporation in the Atrium Circular to vote (i) in favour of the approval of the Arrangement Resolution, and (ii) in favour of any other matter necessary for the consummation of transactions contemplated by the Arrangement Agreement, and each such proxy or proxies shall not be revoked without the written consent of the Purchaser and the Purchaser Parent;

(d) the Shareholder shall not, directly or indirectly, or, if applicable, through any officer, director, employee, representative or agent of the Shareholder or the Corporation:

(i) solicit, assist, initiate, encourage or facilitate (including, without limitation, by way of furnishing non-public information, entering into any form of written or oral agreement, arrangement or understanding or soliciting proxies) any inquiries, proposals or offers regarding an Acquisition Proposal;

(ii) engage in or facilitate any discussions or negotiations regarding, or provide any confidential information with respect to, any Acquisition Proposal;

(iii) approve or recommend, or propose publicly to approve or recommend, any Acquisition Proposal;

(iv) withdraw support, or propose publicly to withdraw support, from the transactions contemplated by the Arrangement Agreement;

(v) influence the board of directors of the Corporation to withdraw or modify in a manner adverse to the Purchaser or the Purchaser Parent, its approval of the transactions contemplated in the Arrangement Agreement;

(vi) enter, or propose publicly to enter, into any agreement related to any Acquisition Proposal; and

(vii) join in the requisition of any meeting of the securityholders of the Corporation for the purpose of considering any resolution related to any Acquisition Proposal.

(e) the Shareholder will immediately cease and cause to be terminated any existing solicitation, discussion or negotiation commenced prior to the date of this Agreement with any Person (other than the Purchaser, the Purchaser Parent and their respective affiliates) by the Shareholder or, if applicable, any of the officers, directors, employees, representatives or agents of the Shareholder with respect to any potential Acquisition Proposal, whether or not initiated by Shareholder or any of the officers, directors, employees, representatives or agents of the Shareholder;

(f) promptly notify the Purchaser and the Purchaser Parent, at first orally and then in writing, of any Acquisition Proposal received by the Shareholder after the date hereof, any approach made by a third party to the Shareholder regarding a potential Acquisition Proposal or any request received by the Shareholder after the date hereof for non-public information relating to an Acquisition Proposal. Such notice shall include a description of the material terms and conditions (including but not limited to the purchase price, break fee, reverse break fee, closing conditions and any other material terms and conditions) of any proposal received by the Shareholder and provide such details of the proposal, enquiry or contact as the Purchaser or the Purchaser Parent may reasonably request, including the identity of the Person making such proposal, inquiry or contact;

(g) not release or permit the release of any third party from or waive any confidentiality, non-solicitation or standstill agreement to which the Shareholder and any such third party are parties;

(h) the Shareholder agrees not to directly or indirectly, (i) sell, transfer, gift, assign, grant a participation interest in, option, pledge, hypothecate, grant a security or voting interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of any of its Subject Securities to any Person, other than pursuant to the Arrangement Agreement and the Rollover Agreement, (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement or (iii) agree to take any of the actions described in the foregoing clauses (i) and (ii));

(i) the Shareholder shall not take any other action of any kind, directly or indirectly, which would make any representation or warranty of the Shareholder set forth in this Agreement untrue or incorrect in any material respect or might reasonably be regarded, individually or in the aggregate, as likely to reduce the success of, or delay or interfere with, the completion of the transactions contemplated by the Arrangement Agreement;

(j) the Shareholder hereby covenants and agrees that it will not exercise any rights of appraisal or rights of dissent provided under any applicable Laws or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement considered at the Atrium Meeting in connection therewith;

(k) the Shareholder hereby agrees to promptly notify the Purchaser and the Purchaser Parent of the amount of any new debt or equity securities or other interests in the Corporation acquired by the Shareholder, to the extent it is permitted to do so, after the date hereof. Any such securities or other interests shall be subject to the terms of this Agreement as though owned by the Shareholder on the date hereof and shall be included in the definition of "Subject Securities." Without limiting the foregoing, in the event of any stock split, stock dividend or other change in the capital structure of the Corporation affecting the securities of the Corporation, the number of securities constituting Subject Securities shall be adjusted appropriately and this Agreement and the obligations hereunder shall attach to any securities of the Corporation issued to the Shareholder in connection therewith; and

(l) the Shareholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments and shall take all such other action necessary or as the Purchaser or the Purchaser Parent may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement and the Arrangement Agreement.

Section 2.2 Breach

The Shareholder shall promptly advise the Purchaser and the Purchaser Parent, at first orally and then in writing, of any development that causes, or that would reasonably be expected to cause, a breach by the Shareholder of any representation, warranty, covenant or agreement contained in this Agreement.

ARTICLE 3.
FIDUCIARY DUTIES OF SHAREHOLDER

Notwithstanding any provision of this Agreement to the contrary, the Shareholder or a shareholder, officer or director of the Shareholder that is a director or officer of the Corporation shall not be limited or restricted in any way whatsoever in the exercise of his fiduciary duties as a director or officer of the Corporation, including, without limitation, responding in his capacity as a director of the Corporation to a bona fide written Acquisition Proposal and providing information to such party provided that the Atrium Board, subject to compliance with Section 7.2 of the Arrangement Agreement, has determined in good faith, after consultation with its financial advisers and outside legal counsel, that such Acquisition Proposal constitutes, or could reasonably be expected to result in, a Superior Proposal.

ARTICLE 4.
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Shareholder

The Shareholder represents and warrants to and covenants with the Purchaser and the Purchaser Parent as follows, and acknowledges that the Purchaser and the Purchaser Parent are relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

(a) **Capacity.** The Shareholder has the corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement by the Shareholder has been duly authorized by its board of directors or other authorized decision-making body and no other internal approvals or proceedings on its part are necessary to authorize this Agreement.

(c) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder and constitutes its legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(d) **Ownership of Atrium Shares, Atrium Debentures and Other Securities by the Shareholder.** The Shareholder is the sole beneficial owner of the Subject Securities. Except as contemplated in the Arrangement Agreement, the Shareholder is and will be, immediately prior to the Effective Date, the beneficial owner of its Subject Securities, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever.

(e) **Exercise of control or direction.** Other than the Subject Securities, the Shareholder does not own of record or beneficially, or exercise control or direction over, or hold any right to acquire, any securities of the Corporation.

(f) **No Breach.** Neither the execution and delivery of this Agreement by the Shareholder, nor the compliance by the Shareholder with any of the provisions hereof will:

(i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any term or provision of any constating or governing documents, by-laws or resolutions of the Shareholder, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Shareholder is a party or by which the Shareholder or any of its properties or assets (including the Subject Securities) may be bound;

(ii) require on the part of the Shareholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Shareholder will undertake)) or permit, authorization, consent or approval of, any Governmental Entity or any other Person; or

(iii) subject to compliance with any approval contemplated by the Arrangement Agreement and Laws, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Shareholder or any of its properties or assets.

(g) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Shareholder's ability to consummate the transactions contemplated in this Agreement. There is no order of any Governmental Entity against the Shareholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated in this Agreement, or that could reasonably be expected to have an adverse effect on the Shareholder's ability to consummate the transactions contemplated by this Agreement.

(h) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement, the Arrangement Agreement or the Rollover Agreement.

(i) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Securities as contemplated herein. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

(j) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the

Shareholder in connection with the execution, delivery or performance of this Agreement.

(k) **Legal Proceedings.** There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or any judgment, decree or order against the Shareholder that would adversely affect in any manner the ability of any Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder to any of the Subject Securities.

Section 4.2 Representations and Warranties of the Purchaser and the Purchaser Parent

The Purchaser and the Purchaser Parent hereby represent and warrant to the Shareholder as follows, and acknowledge that the Shareholder is relying upon such representations and warranties in entering into this Agreement that:

(a) **Capacity.** The Purchaser and the Purchaser Parent have the requisite corporate power and capacity to execute and deliver this Agreement and to perform their respective obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser and the Purchaser Parent have been duly authorized by their respective board of directors and no other internal proceedings on their part are necessary to authorize this Agreement.

(c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and the Purchaser Parent and constitutes their legal, valid and binding obligations, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(d) **No Breach**. Neither the execution and delivery of this Agreement by the Purchaser or the Purchaser Parent nor the compliance by them with any of the provisions hereof will:

(i) result in a violation or breach of, require any consent to be obtained under or give rise to any termination rights or payment obligation under any provision of:

(A) their respective articles or by-laws (or other constating documents);

(B) any resolution of their respective board of directors (or any committee thereof) or of their respective shareholders; or

(C) any material Contract to which the Purchaser or the Purchaser Parent or any of their respective Subsidiaries is a party or by which any of them is bound or their respective properties or assets are bound, or

(ii) give rise to any right of termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity or cause any available credit to cease to be available.

(e) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Purchaser or the Purchaser Parent in connection with the execution, delivery or performance of this Agreement.

(f) **Legal Proceedings.** There are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser or the Purchaser Parent, threatened against the Purchaser or the Purchaser Parent or any judgment, decree or order against the Purchaser or the Purchaser Parent that would adversely affect in any manner their ability to enter into this Agreement and to perform their obligations hereunder.

ARTICLE 5.
TERMINATION

Section 5.1 Automatic Termination

This Agreement shall automatically terminate upon termination of the Arrangement Agreement.

Section 5.2 Termination by the Shareholder, the Purchaser or the Purchaser Parent

This Agreement may be terminated by notice in writing:

(a) at any time prior to the Effective Time, by the mutual agreement of the parties;

(b) by the Purchaser or the Purchaser Parent if the Shareholder breaches or is in default of any of the covenants or obligations of the Shareholder under this Agreement or under the Rollover Agreement and such breach or such default has or may have an adverse effect on the Shareholder or on the consummation of the transactions contemplated by the Arrangement Agreement or if any of the representations or warranties of the Shareholder under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect; provided that the Purchaser or the Purchaser Parent has notified the Shareholder in writing of any of the foregoing events and the same has not been cured by the Shareholder within ten days of the date such notice was received by the Shareholder;

(c) by the Shareholder if the Purchaser or the Purchaser Parent breaches or is in default of any of the covenants or obligations of the Purchaser or the Purchaser Parent under this Agreement or under the Rollover Agreement and such breach or such default has or may have an adverse effect on the consummation of the transactions contemplated by the Arrangement Agreement or if any of the representations or warranties of the Purchaser or the Purchaser Parent under this Agreement shall have been at the date hereof, or subsequently become, untrue or incorrect in any material respect; provided that the Shareholder has notified the Purchaser or the Purchaser Parent in writing of any of the foregoing events and the same has not been cured by the Purchaser or the Purchaser Parent within ten days of the date such notice was received by the Purchaser or the Purchaser Parent;

(d) by the Shareholder, the Purchaser or the Purchaser Parent at any time on or after the Outside Date; or

(e) by the Shareholder, the Purchaser or the Purchaser Parent if any Law prohibits or prevents the consummation of the transactions contemplated by the Arrangement Agreement and such Law, as applicable, has become final and non-appealable.

Section 5.3 Effect of Termination

If this Agreement is terminated in accordance with this Article 5, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination. The representations and warranties set forth in this Agreement shall survive the acquisition of the Subject Securities and, notwithstanding such acquisition, shall continue in full force and effect for the benefit of the party to whom such representations and warranties are given. The Shareholder shall be entitled to withdraw any form of proxy in respect of the Arrangement Resolution in the event this Agreement is terminated in accordance with this Article 5.

ARTICLE 6.
GENERAL

Section 6.1 Further Assurances

The Shareholder, the Purchaser and the Purchaser Parent will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. Subject to the terms and conditions herein, the Shareholder, the Purchaser and the Purchaser Parent agree to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement, by the Arrangement Agreement and by the Rollover Agreement.

Section 6.2 Disclosure

Except as required by applicable Laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of applicable Laws. The Shareholder consents to the details of this Agreement being described in any information circular prepared by (i) the Corporation in connection with the Arrangement and in any take-over bid circular prepared by the Purchaser or the Purchaser Parent with respect to any offer to acquire securities of the Corporation and in any material change report prepared by the Corporation in connection with the execution and delivery of this Agreement and the Arrangement Agreement, and (ii) this Agreement being made publicly available, including by filing on SEDAR.

Section 6.3 Time

Time shall be of the essence of this Agreement.

Section 6.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and of Canada applicable therein (without regard to conflict of laws principles).

Section 6.5 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference, and the Rollover Agreement constitute the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

Section 6.6 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

Section 6.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

Section 6.8 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that the Purchaser and the Purchaser Parent may assign, delegate or otherwise transfer any of their respective rights, interests or obligations under this Agreement to an affiliate, without reducing their own respective obligations hereunder.

Section 6.9 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by telecopier or by email, in the case of:

(a) the Purchaser and the Purchaser Parent, addressed as follows:

Acquisition Glacier Inc. & Acquisition Glacier II Inc.
1155 René-Lévesque Blvd. West
40th Floor
Montréal, Québec
Canada H3B 3V2

Attention: John Coyle
Email: john.coyle@permira.com

with a copy (which shall not constitute notice) to:

Attention: Robert Carelli, Stikeman Elliott LLP
Email: rcarelli@stikeman.com

(b) the Shareholder, addressed as follows:

Fonds de solidarité des travailleurs du Québec (F.T.Q.)
545 Crémazie Blvd. East
Suite 200
Montréal, Québec
Canada H2M 2W4

Attention: Vice-President, Legal Affairs
Email: affairesjuridiques@fondsftq.com

and a copy (which shall not constitute notice) to:

Attention: Franziska Ruf, Davies Ward Phillips & Vineberg LLP
Email: fruf@dwpv.com

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section 6.9. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

Section 6.10 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

Section 6.11 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

Section 6.12 Counterparts

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of telecopier transmission or by email.

Section 6.13 Language

The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.)

By: *(s) Alain Denis*

Name: Alain Denis

Title: Senior Vice-President, New Economy

ACQUISITION GLACIER INC.

By: *(s) John Coyle*

Name: John Coyle

Title: President

ACQUISITION GLACIER II INC.

By: *(s) John Coyle*

Name: John Coyle

Title: President