THIS IS EXHIBIT " 7 " referred to in
the Affidavit of Canute Tagseth
SWORN before me at Saskatoon
this 29th day of
October , 20 09

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
Being a Solicitor – OR –
My Commission expires ____________

EXECUTION COPY
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THIS FIRST AMENDING AGREEMENT is made as of 7 March 2007.

B E T W E E N:

BIG SKY FARMS INC.,
DRYCAST SYSTEMS INC.
and BIG SKY MANAGEMENT CONSULTING CORP.
(collectively, the "**Obligors** ")

- and -

THE LENDERS AS DEFINED IN
THE EXISTING CREDIT AGREEMENT AS DEFINED BELOW
(the "**Lenders**")

- and -

THE BANK OF NOVA SCOTIA
in its capacity as Administrative Agent
(the "**Agent**")

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 14 July 2006 (the "**Existing Credit Agreement**") which amended and restated a second amended and restated credit agreement dated as of 22 August 2005, which was an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000, as amended.

B. The Borrower has requested that the amount of future income taxes not payable or receivable as a refund within one year to be permanently excluded from the calculation of the Current Ratio and the Lenders have consented to such request.

C. The parties are therefore entering into this agreement to amend the provisions of the Existing Credit Agreement as agreed by the parties.

NOW THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used in this agreement, including the recitals hereto, and not otherwise defined herein have the meanings defined in the Existing Credit Agreement. In addition, "**agreement**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" or similar expressions mean this agreement, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. Amendment to Current Ratio

Section 1.1.50 (definition of Current Ratio) of the Existing Credit Agreement is deleted and replaced with the following:

"Current Ratio" means, at any time, the ratio calculated by dividing:

(a) the Borrower's current assets at that time on a consolidated basis by

(b) the Borrower's current liabilities at that time on a consolidated basis,

each calculated in accordance with GAAP, except that:

(c) current assets shall include the Borrower's breeding stock hogs;

(d) current liabilities shall exclude the accrued and unpaid interest and the current portion of principal payable to any Subordinated Creditor under or in connection with any Subordinated Obligation; and

(e) each of current liabilities and current assets, as applicable, shall exclude:

(i) the amount recorded by the Borrower as a current liability in respect of future income taxes; and

(ii) the amount recorded by the Borrower as a current asset in respect of future income taxes,

in each case on a consolidated basis determined in accordance with GAAP.

3. Representations of Obligors

The Obligors acknowledge that this agreement is a Loan Document and that all of their representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on their execution of this agreement as if set out in full in this agreement. The Obligors also represent that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which any Obligor is a party. The Obligors also expressly acknowledge and agree that the representations, warranties and covenants of the Borrower hereunder, including without limitation in the recitals hereto, form part of the Obligations under the Existing Credit Agreement.

4. Ratification and Confirmation

The Existing Credit Agreement, as amended by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Loan Documents, the Obligors confirm that the existing Security shall continue to guarantee and/or secure, as the case may be, all of the Obligations (or any limited part thereof described in a particular document forming part of the Security), including but not limited to those arising as a result of this agreement.

5. General.

The division into sections and other subdivisions of this agreement and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement, references in this agreement to a Person includes that Person's successors and permitted assigns, words in the singular include the plural and vice versa and words in one gender include all genders and this agreement is governed by the laws governing the Existing Credit Agreement. As conditions precedent to the effectiveness of this Agreement, the Agent shall have received from the Obligors such documents, certificates and opinions as the Lenders may reasonably require.

6. Counterparts and Facsimile

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile copy shall deliver an original copy of this agreement as soon as possible after delivering the facsimile copy.

[Note: the balance of this page has been intentionally left blank]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name: Don Lysyshyn
Title: Senior Credit Solutions Manager

By: ______________________
Name: R.J. Puknich
Title: Sr. Client Relationship Manager

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

[signature page for First Amending Agreement made as of • March 2007 relating to Big Sky Farms Inc. et al]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name: Robert Boomhour
Title: Director

By: ______________________
Name: Steve Holyman
Title: Associate Director

[signature page for First Amending Agreement made as of 7 March 2007 relating to Big Sky Farms Inc. et al]

NATIONAL BANK OF CANADA

By: ______________________
Name: David E. Good
Title: Senior Manager

By: ______________________
Name: John C. Craig
Title: Manager

[signature page for First Amending Agreement made as of 7 March 2007 relating to Big Sky Farms Inc. et al]

FARM CREDIT CANADA

By: ______________________

Name: Gerald Berscheid, Senior Account Manager

Title: Farm Credit Canada

By: ______________________

Name:

Title:

[signature page for First Amending Agreement made as of 7 March 2007 relating to Big Sky Farms Inc. et al]

BANK OF MONTREAL

By: ______________________
Name: Frances Yuen
Title: Senior Account Manager

By: ______________________
Name:
Title:

[signature page for First Amending Agreement made as of 7 March 2007 relating to Big Sky Farms Inc. et al]

BIG SKY FARMS INC.

By: ______________________
Florian Possberg
President and Chief Executive Officer

By: ______________________
Michael Deutscher
Senior Vice President and Chief Financial Officer

DRYCAST SYSTEMS INC.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

BIG SKY MANAGEMENT CONSULTING CORP.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

[signature page for First Amending Agreement made as of 7 March 2007 relating to Big Sky Farms Inc. et al]

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THIS SECOND AMENDING AGREEMENT is made as of 23 May 2007.

BETWEEN:

BIG SKY FARMS INC.,
DRYCAST SYSTEMS INC.
and BIG SKY MANAGEMENT CONSULTING CORP.
(collectively, the "**Obligors**")

- and -

THE LENDERS AS DEFINED IN
THE EXISTING CREDIT AGREEMENT AS DEFINED BELOW
(the "**Lenders**")

- and -

THE BANK OF NOVA SCOTIA
in its capacity as Administrative Agent
(the "**Agent**")

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 14 July 2006, as amended by the first amending agreement dated as of 7 March 2007 (as so amended, the "**Existing Credit Agreement**"), which amended and restated a second amended and restated credit agreement dated as of 22 August 2005, which was an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000, as amended.

B. The Borrower has requested that the financial covenant regarding the Debt Service Ratio be amended and the Lenders have consented to such request.

C. The parties are therefore entering into this agreement to amend the provisions of the Existing Credit Agreement as agreed by the parties.

NOW THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used in this agreement, including the recitals hereto, and not otherwise defined herein have the meanings defined in the Existing Credit Agreement. In addition, "**agreement**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" or similar expressions mean this agreement, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. Amendment to Debt Service Ratio Covenant

With effect from 31 March 2007, Section 7.1.2 of the Existing Credit Agreement is deleted and replaced with the following:

"During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Debt Service Ratio of not less than the following:

Period	Ratio
up to and on 30 September 2007	1.25 to 1
on and after 1 October 2007	1.50 to 1"

3. Representations of Obligors

The Obligors acknowledge that this agreement is a Loan Document and that all of their representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on their execution of this agreement as if set out in full in this agreement. The Obligors also represent that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which any Obligor is a party. The Obligors also expressly acknowledge and agree that the representations, warranties and covenants of the Borrower hereunder, including without limitation in the recitals hereto, form part of the Obligations under the Existing Credit Agreement.

4. Ratification and Confirmation

The Existing Credit Agreement, as amended by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Loan Documents, the Obligors confirm that the existing Security shall continue to guarantee and/or secure, as the case may be, all of the Obligations (or any limited part thereof described in a particular document forming part of the Security), including but not limited to those arising as a result of this agreement.

5. General.

The division into sections and other subdivisions of this agreement and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement, references in this agreement to a Person includes that Person's successors and permitted assigns, words in the singular include the plural and vice versa and words in one gender include all genders and this agreement is governed by the laws governing the Existing Credit Agreement. As conditions precedent to the effectiveness of this Agreement, the Agent shall have received from the Obligors such fees, documents, certificates and opinions as the Lenders may reasonably require.

6. Counterparts and Facsimile

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile copy shall deliver an original copy of this agreement as soon as possible after delivering the facsimile copy.

[Note: the balance of this page has been intentionally left blank]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name: DON AYSYSHYN
Title: Senior CSM

By: ______________________
Name: J W Park
Title: CSM

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name: Robert Boomhour
Title: Director

By: ______________________
Name: Steve Holyman
Title: Associate Director

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

NATIONAL BANK OF CANADA

By: ______________________
Name: DAVID E. GOOD, SENIOR MANAGER
Title: COMMERCIAL BANKING CENTRE

By: ______________________
Name: RAY BRUCE, ACCOUNT MANAGER
Title: COMMERCIAL BANKING CENTRE

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

FARM CREDIT CANADA

By: ____________________________

Name:
Title:

Gerald Berscheid, Senior Account Manager
Farm Credit Canada

By: ____________________________

Name:
Title:

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

BANK OF MONTREAL

By: ______________________________
Name: Frances Yuen
Title: Senior Account Manager

By: ______________________________
Name:
Title:

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

BIG SKY FARMS INC.

By: ______________________
Florian Possberg
President and Chief Executive Officer

By: ______________________
Michael Deutscher
Senior Vice President and Chief Financial Officer

DRYCAST SYSTEMS INC.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

BIG SKY MANAGEMENT CONSULTING CORP.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

[signature page for Second Amending Agreement made as of 23 May 2007 relating to Big Sky Farms Inc. et al]

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THIS THIRD AMENDING AGREEMENT is made as of 14 December 2007.

B E T W E E N:

BIG SKY FARMS INC.,
DRYCAST SYSTEMS INC.
and BIG SKY MANAGEMENT CONSULTING CORP.
(collectively, the "**Obligors** ")

\- and -

THE LENDERS AS DEFINED IN
THE EXISTING CREDIT AGREEMENT AS DEFINED BELOW
(the "**Lenders**")

\- and -

THE BANK OF NOVA SCOTIA
in its capacity as Administrative Agent
(the "**Agent**")

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 14 July 2006, as amended by the first amending agreement dated as of 7 March 2007 and the second amending agreement dated as of 23 May 2007 (as so amended, the "**Existing Credit Agreement**"), which amended and restated a second amended and restated credit agreement dated as of 22 August 2005, which was an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000, as amended.

B. The Borrower has requested an extension in the maturity of Credit A, a waiver of certain covenant breaches and an amendment to certain provisions of the Existing Credit Agreement and the Lenders have consented to such requests.

C. The parties are therefore entering into this agreement to amend the provisions of the Existing Credit Agreement as agreed by the parties.

NOW THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used in this agreement, including the recitals hereto, and not otherwise defined herein have the meanings defined in the Existing Credit Agreement. In addition,

"agreement", **"hereof"**, **"herein"**, **"hereto"**, **"hereunder"** or similar expressions mean this agreement, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. Extension of Maturity of Credit A

The first sentence of Section 2.4.1 of the Existing Credit Agreement is deleted and replaced with the following:

> "Credit A shall be repaid in full and cancelled on 27 October 2008, unless it is extended on or before that date at the discretion of the Lenders."

3. Waiver of Financial Covenant Breaches

The Lenders unanimously consent to a one-time waiver of the breach as at 22 September 2007 of the requirements of each of Sections 7.1.1, 7.1.2 and 7.1.3 of the Existing Credit Agreement. Such consent does not extend to or constitute a consent to or waiver of any other matter now or hereafter existing or arising under the Existing Credit Agreement as amended hereby. Without limitation to the foregoing sentence, the Lenders shall not be taken to have waived any rights whatsoever with respect to any Pending Event of Default or Event of Default (other than such breaches) which has occurred or may hereafter occur, including without limitation any future breach of Sections 7.1.1, 7.1.2 or 7.1.3, all of such rights being hereby expressly reserved.

4. Amendment to Senior Debt Ratio Covenant

Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the requirement for compliance with Section 7.1.1 of the Existing Credit Agreement shall be suspended. On and after 29 June 2008, Section 7.1.1 of the Existing Credit Agreement is deleted and replaced with the following:

> "During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Senior Debt Ratio of not greater than 4.0 to 1."

5. Amendment to Debt Service Ratio Covenant

(a) Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the existing phrasing of Section 1.1.52 (the definition of Debt Service Ratio) of the Existing Credit Agreement is suspended and replaced with the following:

> ""**Debt Service Ratio**" means, at any time, the ratio determined by dividing EBITDA by the aggregate of Total Interest Expense and the Borrower's capital lease payments, in each case for the Borrower's four most recently completed fiscal quarters."

(b) Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the existing phrasing of Section 7.1.2 of the Existing Credit Agreement is suspended and replaced with the following:

"During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Debt Service Ratio of not less than 1 to 1."

(c) On and after 29 June 2008, such amendments to Sections 1.1.52 and 7.1.2 of the Existing Credit Agreement shall no longer be effective and the existing phrasing of Sections 1.1.52 and 7.1.2 of the Existing Credit Agreement shall be reinstated.

6. Amendment to Current Ratio Covenant

(a) Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the existing phrasing of Section 7.1.3 of the Existing Credit Agreement is suspended and replaced with the following:

"During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.1 to 1."

(b) On and after 29 June 2008, such amendment to Section 7.1.3 of the Existing Credit Agreement shall no longer be effective and the existing phrasing of Section 7.1.3 of the Existing Credit Agreement shall be reinstated.

7. EBITDA Covenant

(a) Up to and including the date of delivery (the "**Compliance Satisfaction Date**") of a Compliance Certificate satisfactory to the Lenders following completion of the fiscal period of the Borrower ended 28 June 2008, which delivery may not take place later than 60 days following 28 June 2008, Section 7.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.1.4:

"During the term of this Agreement, the Borrower on a consolidated basis shall have achieved cumulative annual EBITDA at the end of each 4 week accounting period of the Borrower of not less than 90% of the forecast cumulative annual EBITDA for such period, as follows:

Period Ending	Forecast Period EBITDA ($)	Forecast Cumulative Annual EBITDA ($)	90% of Forecast Cumulative Annual EBITDA ($)
15 December 2007	(455,831)	(1,488,500)	(1,637,350)
12 January 2008	505,250	(983,250)	(1,081,575)
9 February 2008	1,027,796	44,546	40,091.40
8 March 2008	1,599,992	1,644,539	1,480,085.10
5 April 2008	1,881,894	3,526,432	3,173,788.80
3 May 2007	2,490,235	6,016,667	5,415,000.30
31 May 2008	2,948,693	8,965,360	8,068,824
28 June 2008	2,948,693	11,914,053	10,722,647

(b) Up to and including the Compliance Satisfaction Date, Section 7.3.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.3.1(k):

> "(k) The Borrower shall, as soon as practicable and in any event within 30 days of the end of each accounting period identified in Section 7.1.4, deliver to the Lenders:
>
> > (i) a certificate substantially in the form of a Compliance Certificate, but with respect to Sections 1, 2(e), 3 and 6 thereof only; and
> >
> > (ii) interim unaudited financial statements as at the end of each such accounting period, in each case including balance sheet, statement of income and retained earnings and statement of cash flows."

(c) Up to and including the Compliance Satisfaction Date, the Compliance Certificate shall be amended to include the following as Section 2(e) thereof:

> "(e) 90% of cumulative annual EBITDA for the most recent 4 week fiscal period of the Borrower ending on _______________ is $_____________ and the Borrower is in compliance with Section 7.1.4."

(d) On and after the day immediately following the Compliance Satisfaction Date, such amendments to Section 7.1 and 7.3.1 of the Existing Credit Agreement and the Compliance Certificate shall no longer be effective.

8. Suspension of Principal Payments

(a) Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C is suspended.

(b) On and after 29 June 2008, such suspension shall no longer be effective and the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C shall be reinstated.

9. Amendment to Rates and Fees

(a) Up to and including the Compliance Satisfaction Date, the existing phrasing of Section 2.5 of the Existing Credit Agreement is suspended and replaced with the following:

> "Interest rates, Bankers' Acceptance Fees and fees for issued and outstanding L/Cs will be as follows:

Prime Rate + Base Rate + (per annum)	Bankers' Acceptance Fee and fee for L/Cs (per annum)
2.50%	3.50%

Subject to Sections 5.1 and 5.2, all interest and fees in respect of Advances under Credit A1 are payable solely to BNS for its own account. All interest and fees in respect of Advances under Credit A2, (other than the Fronting Fee and the other customary fees described below which shall be retained by the Issuing Bank for its own account), shall be distributed promptly by the Agent to the Lenders in accordance with their respective Applicable Percentages of Credit A2, as adjusted pursuant to Section 5.2. Interest rates, fees and commissions payable by the Borrower after an Event of Default occurs and while it is continuing shall be the rate specified above, plus 2.00% per annum. In addition to the foregoing L/C fees, the Borrower shall pay a fronting fee (**"Fronting Fee"**) to the Issuing Bank in an amount equal to 0.125% per annum on the face amount of each L/C, payable quarterly in arrears, as well as customary administrative, issuance, amendment, payment and negotiation fees."

(b) On and after the day immediately following Compliance Satisfaction Date, such amendment to Section 2.5 of the Existing Credit Agreement shall no longer be effective and the existing phrasing of Section 2.5 of the Existing Credit Agreement shall be reinstated.

10. Inaccurate Information

Article II of the Existing Credit Agreement shall be amended to insert the following as Section 2.9:

"2.9 Inaccurate Information

In the event that the information contained in any financial statement or Compliance Certificate delivered pursuant to this Agreement is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of an interest rate, fee or commission for any period (an **"Applicable Period"**) that is higher than the interest rate, fee or commission actually applied for such Applicable Period, then (a) the Borrower shall promptly deliver to the Agent a correct Compliance Certificate for such Applicable Period, (b) the interest rate, fee or commission shall be at the applicable increased interest rate, fee or commission for such Applicable Period, and (c) the Borrower shall promptly deliver to the Agent full payment in respect of any accrued additional interest, fees or commissions on the Obligations as a result of such increased interest rate, fee or commission for such Applicable Period, which payment shall be promptly applied by the Agent to the affected Obligations."

11. Security

Section 3.1.1 of the Existing Credit Agreement shall be amended to delete the word "and" from the end of Section 3.1.1(e), delete the words "material" and "reasonably" from section 3.1.1(f)(iv), delete the period from the end of Section 3.1.1(f)(v) and substitute "; and" therefor and insert the following as Sections 3.1.1(g) and (h):

"(g) consents, acknowledgments and/or agreements from any Persons as the Lenders may request from time to time in connection with any of the foregoing; and

(h) such further and other documents as the Lenders may request from time to time."

12. Accounting Periods

(a) The last paragraph of Section 7.3.1 of the Existing Credit Agreement is deleted and replaced with the following:

> "If there is any change in a subsequent period from the accounting policies, practices and calculation methods used by the Borrower in preparing its financial statements for its fiscal year ended 30 June 2006, or components thereof, the Borrower shall provide the Lenders with all information that the Lenders require to ensure that reports provided to the Lenders after any change are comparable to previous reports. In addition, all calculations made for the purposes of this Agreement shall continue to be made based on the accounting policies, practices and calculation methods that were used in preparing the Borrower's financial statements for its fiscal year ended 30 June 2006 (other than the introduction in fiscal year 2008 of a new accounting period methodology based on a fiscal year of 52 weeks broken down into 13 accounting periods of 4 weeks each, which fiscal year may be extended to 53 weeks broken down into 12 accounting periods of 4 weeks and one accounting period of 5 weeks as may be necessary from time to time to maintain the end of the fiscal year of the Borrower as close to a date that is on or before 30 June), if the changed policies, practices and methods would materially affect the results of those calculations. The Borrower shall deliver to the Lenders an annual schedule of accounting periods and quarters for its fiscal year together with the budget required to be delivered under Section 7.3.1(f). Accordingly, each reference to a fiscal year of the Borrower in this Agreement shall be deemed to be the 52 (or 53, as the case may be) week period ending on or before 30 June, as described in such schedule, and each reference to a fiscal quarter of the Borrower in this Agreement shall be deemed to be the 3 (or 4, as the case may be) accounting periods ending on or before the date closest to 30 September, 31 December, 31 March and 30 June, as the case may be, in each case as described in such schedule."

(b) Section 7.5.4(d) of the Existing Credit Agreement is deleted and replaced with the following:

> "(d) change its fiscal year end (being June 28 for year fiscal 2008 and thereafter as contemplated in the last paragraph of Section 7.3.1);"

13. Permitted Obligations

(a) Subject to satisfaction of the requirements of Section 13(b) of this Agreement below, Schedule K of the Existing Credit Agreement is amended by adding the following thereto as Section C.3.:

> "3. The obligations of the Borrower under a credit agreement (the "**ISI Credit Agreement**") made, or to be made, between the Borrower and Investment Saskatchewan Inc.("**ISI**") pursuant to which the Borrower proposes to: (a) borrow up to $3,700,000 from ISI, the proceeds of which will be used only for the purposes of financing the day to day working capital requirements of the

Borrower or for the repayment of the Obligations; (b) grant to ISI security in all of its present and future undertaking and property as security for the borrowings and the obligations of the Borrower under the ISI Credit Agreement; and (c) issue to ISI certain warrants to purchase common shares of the Corporation,

(b) Prior to such amendment to Schedule K being effective, ISI and the Obligors shall have entered into an agreement with the Agent on terms satisfactory to the Lenders whereby all of the obligations of the Borrower under the ISI Credit Agreement (as defined in such amendment) shall be postponed to the indefeasible payment in full in cash and performance in full of the Obligations, and all security granted ISI by or pursuant to the ISI Credit Agreement shall be subordinated to the Security under the Existing Credit Agreement as amended by this Agreement.

14. Representations of Obligors

The Obligors acknowledge that this agreement is a Loan Document and that all of their representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on their execution of this agreement as if set out in full in this agreement. The Obligors also represent that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which any Obligor is a party. The Obligors also expressly acknowledge and agree that the representations, warranties and covenants of the Borrower hereunder, including without limitation in the recitals hereto, form part of the Obligations under the Existing Credit Agreement.

15. Ratification and Confirmation

The Existing Credit Agreement, as amended by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Loan Documents, the Obligors confirm that the existing Security shall continue to guarantee and/or secure, as the case may be, all of the Obligations (or any limited part thereof described in a particular document forming part of the Security), including but not limited to those arising as a result of this agreement.

16. General

The division into sections and other subdivisions of this agreement and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement, references in this agreement to a Person includes that Person's successors and permitted assigns, words in the singular include the plural and vice versa and words in one gender include all genders and this agreement is governed by the laws governing the Existing Credit Agreement. As conditions precedent to the effectiveness of this Agreement, the Agent shall have received from the Obligors such agreements, documents, certificates and opinions as the Lenders may require. In addition, the Borrower shall, concurrently with the execution of this Agreement, pay a non-refundable upfront fee to each Lender in the amount of 0.25% of its Commitment relating to each Credit.

17. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or scanned and e-mailed copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile or scanned and e-mailed copy shall deliver an original executed counterpart of this agreement as soon as possible after delivering the facsimile or scanned and e-mailed copy.

[Note: the balance of this page has been intentionally left blank]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ____________________________
Name: DEBRA KARASEVICH
Title: SENIOR CREDIT SOLUTIONS MANAGER

By: ____________________________
Name: Rick Friesen
Title: Director, Commercial Banking

THE BANK OF NOVA SCOTIA
as Agent

By: ____________________________
Name:
Title:

By: ____________________________
Name:
Title:

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name: Jim Beninger
Title: Director

By: ______________________
Name: Steve Holyman
Title: Associate Director

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

NATIONAL BANK OF CANADA

By: ______________________
Name: David E. Good
Title: Senior Manager

By: ______________________
Name: Warren Stewart
Title: Manager

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

FARM CREDIT CANADA

By: ______________________

Name: Darryl Epp
Title: Business Development Manager

By: ______________________

Name:
Title:

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

BANK OF MONTREAL

By: ____________________________
Name: Derrek Nichols
Title: Senior Account manager

By: ____________________________
Name:
Title:

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

BIG SKY FARMS INC.

By: ______________________
Florian Possberg
President and Chief Executive Officer

By: ______________________
Canute Tagseth
Chief Financial Officer

DRYCAST SYSTEMS INC.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

BIG SKY MANAGEMENT CONSULTING CORP.

By: ______________________
Florian Possberg
President

By: ______________________
Michael Deutscher
Secretary-Treasurer

[signature page for Third Amending Agreement made as of 14 December 2007 relating to Big Sky Farms Inc. et al]

EXECUTION COPY
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THIS FOURTH AMENDING AGREEMENT is made as of 5 May 2008.

B E T W E E N:

BIG SKY FARMS INC.,
DRYCAST SYSTEMS INC.
and BIG SKY MANAGEMENT CONSULTING CORP.
(collectively, the "**Obligors** ")

\- and -

THE LENDERS AS DEFINED IN
THE EXISTING CREDIT AGREEMENT AS DEFINED BELOW
(the "**Lenders**")

\- and -

THE BANK OF NOVA SCOTIA
in its capacity as Administrative Agent
(the "**Agent**")

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 14 July 2006, as amended by the first amending agreement dated as of 7 March 2007, the second amending agreement dated as of 23 May 2007 and the third amending agreement (the "**Third Amending Agreement**") dated as of 14 December 2007 (as so amended, the "**Existing Credit Agreement**"), which amended and restated a second amended and restated credit agreement dated as of 22 August 2005, which was an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000, as amended.

B. Defaults that are continuing and have not been waived have occurred under the Existing Credit Agreement. The Borrower and the Lenders are and have been discussing these Defaults and what actions may be required with respect to them. In the interim, the Borrower has requested amendments to certain provisions of the Existing Credit Agreement.

C. The parties are therefore entering into this agreement to amend the provisions of the Existing Credit Agreement as agreed by the parties.

NOW THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. **Definitions.**

Capitalized terms used in this agreement, including the recitals hereto, and not otherwise defined herein have the meanings defined in the Existing Credit Agreement. In addition, **"agreement"**, **"hereof"**, **"herein"**, **"hereto"**, **"hereunder"** or similar expressions mean this agreement, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. **Increase in Credit A2**

(a) Section 1.1.45 of the Existing Credit Agreement is deleted and replaced with the following:

""**Credit A2**" means the Credit of up to Cdn.$22,000,000 in favour of the Borrower which is continued by this Agreement."

(b) The first sentence of Section 2.1.2 of the Existing Credit Agreement is deleted and replaced with the following:

"Upon and subject to the terms of this Agreement, the Lenders agree to provide a Credit for the use of the Borrower in the amount of up to $22,000,000, designated as Credit A2."

(c) Schedule E of the Existing Credit Agreement is amended to delete the references to Credit A, Credit A1 and Credit A2 and replace them with the following:

BNS	Credit A (overall): 37.9% - $10,047,785
	Credit A1: 100% (to be adjusted in accordance with Section 5.2)
	Credit A2: 23.95% (as adjusted in accordance with Section 5.2)
BMO	Credit A (overall): 24.3% - $6,435,953
	Credit A1: 0% (to be adjusted in accordance with Section 5.2)
	Credit A2: 29.75% (as adjusted in accordance with Section 5.2)
National	Credit A (overall): 23.6% - $6,247,325
	Credit A1: 0% (to be adjusted in accordance with Section 5.2)
	Credit A2: 28.88% (as adjusted in accordance with Section 5.2)
FCC	Credit A (overall): 14.2% - $3,768,937
	Credit A1: 0% (to be adjusted in accordance with Section 5.2)
	Credit A2: 17.42% (as adjusted in accordance with Section 5.2)

For greater certainty, no other part of Schedule E is amended.

3. **Borrowing Base**

(a) Section 2.1.3 of the Existing Credit Agreement is deleted and replaced with the following:

"The aggregate amount of Base Rate Advances outstanding under Credit A1 and Credit A2 at any time shall not exceed US$5,000,000 and the aggregate amount of all outstanding Advances under Credit A1 and Credit A2 shall not at any time exceed the amount of the Borrowing Base at that time less a reserve in the amount of $4,000,000."

(b) Section 2.8 of the Existing Credit Agreement is amended by deleting the second sentence thereof and replacing it with the following:

"If the amount of Advances outstanding to the Borrower under Credit A plus a reserve of in the amount of $4,000,000 exceeds the amount of the Borrowing Base at that time, the Borrower shall immediately pay the Lenders the excess."

(c) Schedule J of the Existing Credit Agreement is amended to update the Borrowing Base calculation as follows:

BORROWING BASE CALCULATION	DATE
(As calculated on next page)	Net Value (omit 000's)
Eligible Receivables	$
Eligible Inventory	$
Sub-Total	$
LESS	
• Total Specific Payables and Other Items†	$
† Amounts which have or may have priority over the Agent's security	
BORROWING BASE	$ 0
LESS Credit A Use	
• Prime Rate Loans	$
• Base Rate Loans	$
• Bankers' Acceptances (or L/Cs or Letters of Guarantee, if available)	$
• Net Overdrawn Account under Credit A1 *if not* otherwise accounted for above (Cash on hand less O/S cheques if negative)	
LESS a reserve of $4,000,000	$4,000,000
TOTAL CREDIT A USE AND RESERVE	$ 0
UNUSED BORROWING BASE	$ 0
ESTABLISHED CREDIT A	$

For greater certainty, no other part of Schedule J is amended.

4. Suspension of Principal Payments

(a) Up to and including 31 December 2008, the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C is suspended.

(b) On and after 1 January 2009, such suspension shall no longer be effective and the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C shall be reinstated.

5. Amendment to Rates and Fees

(a) Up to and including the date of delivery (the "**Compliance Satisfaction Date**") of a Compliance Certificate satisfactory to the Lenders following completion of the fiscal period of the Borrower ended 13 December 2008, which delivery may not take place later than 30 days following 13 December 2008, the existing phrasing of Section 2.5 of the Existing Credit Agreement is suspended and replaced with the following:

> "Interest rates, Bankers' Acceptance Fees and fees for issued and outstanding L/Cs will be as follows:
>
> | Prime Rate +
 Base Rate + (per annum) | Bankers' Acceptance Fee
 and fee for L/Cs (per annum) |
> |---|---|
> | 2.50% | 3.50% |
>
> Subject to Sections 5.1 and 5.2, all interest and fees in respect of Advances under Credit A1 are payable solely to BNS for its own account. All interest and fees in respect of Advances under Credit A2, (other than the Fronting Fee and the other customary fees described below which shall be retained by the Issuing Bank for its own account), shall be distributed promptly by the Agent to the Lenders in accordance with their respective Applicable Percentages of Credit A2, as adjusted pursuant to Section 5.2. Interest rates, fees and commissions payable by the Borrower after an Event of Default occurs and while it is continuing shall be the rate specified above, plus up to 2.00% per annum, in the discretion of the Majority Lenders. In addition to the foregoing L/C fees, the Borrower shall pay a fronting fee ("**Fronting Fee**") to the Issuing Bank in an amount equal to 0.125% per annum on the face amount of each L/C, payable quarterly in arrears, as well as customary administrative, issuance, amendment, payment and negotiation fees."

(b) On and after the day immediately following the Compliance Satisfaction Date, such amendment to Section 2.5 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 2.5 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated.

6. Unconsolidated Calculation of Financial Covenants

Section 7.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.1.5:

> "7.1.5 For so long as each of Drycast and BSM Consulting has no material active business and there is no material change in its financial condition or financial

statements, the financial covenants in this Section 7.1 shall be calculated with respect to the Borrower on an unconsolidated basis."

7. Amendment to Senior Debt Ratio Covenant

(a) Up to and including 13 December 2008, the requirement for compliance with Section 7.1.1 of the Existing Credit Agreement shall be suspended.

(b) On and after 14 December 2008, such amendment to Section 7.1.1 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 7.1.1 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated.

8. Amendment to Debt Service Ratio Covenant

(a) Up to and including 13 December 2008, the requirement for compliance with Section 7.1.2 of the Existing Credit Agreement shall be suspended.

(b) On and after 14 December 2008, such amendment to Section 7.1.2 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 7.1.2 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated.

9. Amendment to Current Ratio Covenant

(a) Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the existing phrasing of Section 7.1.3 of the Existing Credit Agreement is suspended and replaced with the following:

> "During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.00 to 1."

(b) On and after 29 June 2008 and up to and including 20 September 2008, such date being the end of the first fiscal quarter of the Borrower, such amendment to Section 7.1.3 of the Existing Credit Agreement shall no longer be effective and Section 7.1.3 of the Existing Credit Agreement shall be suspended and replaced with the following:

> "During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.10 to 1."

(c) On and after 21 September 2008 and up to and including 13 December 2008, such date being the end of the second fiscal quarter of the Borrower, such amendment to Section 7.1.3 of the Existing Credit Agreement shall no longer be effective and Section 7.1.3 of the Existing Credit Agreement shall be suspended and replaced with the following:

> "During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.20 to 1."

(d) On and after 14 December 2008, such amendment to Section 7.1.3 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 7.1.3 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated.

10. EBITDA Covenant

(a) Up to and including 13 December 2008, Section 7.1.4 of the Existing Credit Agreement is deleted and replaced with the following:

"Up to and including 28 June 2008, such date being the end of the current fiscal year of the Borrower, the Borrower on a consolidated basis shall have achieved cumulative annual EBITDA at the end of each 4 week accounting period of the Borrower of not less than the cumulative annual EBITDA (as at the period ending 9 February 2008) plus forecast cumulative EBITDA (following the period ending 9 February 2008) for such period less $1,000,000, as follows:

Period Ending	Forecast Period EBITDA ($)	Forecast Cumulative EBITDA ($)	Allowable Negative Variance ($)	Minimum EBITDA Covenant ($)
9 Feb 2008				(6,825,186)
8 Mar 2008	771,127	771,127	(1,000,000)	(7,054,059)
5 Apr 2008	(143,963)	627,164	(1,000,000)	(7,198,022)
3 May 2008	928,339	1,555,503	(1,000,000)	(6,269,683)
31 May 2008	(1,854,862)	(299,359)	(1,000,000)	(8,124,545)
28 June 2008	2,085,738	1,786,379	(1,000,000)	(6,038,807)

From and after 29 June 2008 and up to and including 13 December 2008, the Borrower on a consolidated basis shall have achieved cumulative annual EBITDA at the end of each 4 week accounting period of the Borrower of not less than the forecast cumulative annual EBITDA for such period less $1,000,000, as follows:

Period Ending	Forecast Period EBITDA ($)	Forecast Cumulative Annual EBITDA ($)	Allowable Negative Variance ($)	Minimum EBITDA Covenant ($)
26 July 2008	1,126,901	1,126,901	(1,000,000)	126,901
23 August 2008	1,170,101	2,297,002	(1,000,000)	1,297,002
20 September 2008	1,170,101	3,467,103	(1,000,000)	2,467,103
18 October 2008	622,901	4,090,004	(1,000,000)	3,090,004
15 November 2008	1,108,301	5,198,305	(1,000,000)	4,198,305
13 Dec 2008	1,158,301	6,356,606	(1,000,000)	5,356,606

(b) On and after the day immediately following 13 December 2008, Section 7.1.4 shall be deleted.

11. Reporting

(a) Section 7.3.1(a) of the Existing Credit Agreement is deleted and replaced with the following:

> "(a) The Borrower shall, as soon as practicable and in any event within 14 days of the end of each accounting period identified in Section 7.1.4 and within 14 days after the end of the first two week period of each accounting period identified in Section 7.1.4, deliver to the Lenders a Borrowing Base Certificate. The Borrower may, at its option, submit a Borrowing Base Certificate more frequently."

(b) Section 7.3.1(k) of the Existing Credit Agreement is deleted and replaced with the following:

> "(k) The Borrower shall, as soon as practicable and in any event within 30 days of the end of each accounting period identified in Section 7.1.4, deliver to the Lenders:
>
> > (i) a certificate substantially in the form of a Compliance Certificate, but with respect to Sections 1, 2(e), 3 and 6 thereof only; and
> >
> > (ii) interim unaudited financial statements as at the end of each such accounting period, in each case including balance sheet, statement of income and retained earnings and statement of cash flows but excluding adjustments to reflect the Market Value with respect to any Swaps."

(c) Section 7.3.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.3.1(l):

> "(l) The Borrower shall, concurrently with the delivery of each Borrowing Base Certificate, deliver a rolling 13 week cash flow statement and forecast of cash flow to the Lenders in a form satisfactory to the Lenders."

(d) Section 2(e) of the Compliance Certificate is deleted and replaced with the following:

> "(e) cumulative [annual] EBITDA for the most recent 4 week fiscal period of the Borrower ending on _____________ is $______________ and the Borrower is in compliance with Section 7.1.4."

12. Permitted Obligations

(a) Section C.3. of Schedule K of the Existing Credit Agreement is amended by deleting it and replacing it with the following:

> "3. The obligations of the Borrower under one or more credit agreements (collectively, the "**New Subordinated Credit Agreement**") made, or to be made, between the Borrower and Investment Saskatchewan Inc., FCC and Golden Opportunities Fund Inc. (collectively, the "**New Subordinated Lenders**") pursuant to which the Borrower proposes to: (a) borrow no less than $3,000,000

from the New Subordinated Lenders, the proceeds of which will be used only for the purposes of financing the day to day working capital requirements of the Borrower or for the repayment of the Obligations; (b) grant to the New Subordinated Lenders security in all of its present and future undertaking and property as security for the borrowings and the obligations of the Borrower under the New Subordinated Credit Agreement; and (c) issue to the New Subordinated Lenders certain warrants to purchase common shares of the Borrower."

(b) Section C. of Schedule K of the Existing Credit Agreement is amended by inserting the following as Section C.4.:

"4. The obligations of the Borrower under one or more credit agreements (collectively, the "**Additional Subordinated Credit Agreement**") that may be made between the Borrower and one or more other shareholders of the Borrower, including but not necessarily limited to Investment Saskatchewan Inc., FCC and Golden Opportunities Fund Inc. (all such shareholders who may enter into such Additional Subordinated Credit Agreement being referred to, collectively, as the "**Additional Subordinated Lenders**") pursuant to which the Borrower may (a) borrow additional funds from the Additional Subordinated Lenders on substantially the terms contemplated by the New Subordinated Credit Agreement with the New Subordinated Lenders, the proceeds of which will be used only for the purposes of financing the day-to-day working capital requirements of the Borrower or for the repayment of the Obligations; (b) grant to the Additional Subordinated Lenders security in all of its present and future undertaking and property as security for the borrowings and obligations of the Borrower under the Additional Subordinated Credit Agreement; and (c) issue to the Additional Subordinated Lenders certain warrants to purchase common shares of the Borrower."

13. Limitations Periods

Section 8.5 of the Existing Credit Agreement is amended by inserting the following at the end of such Section:

"The Obligors acknowledge and agree that the Lenders may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or any other Applicable Law with similar effect and, to the maximum extent permitted by Applicable Law, any limitations periods set forth in such Act or Applicable Law are hereby explicitly excluded. For greater certainty, the Obligors acknowledge that this Agreement is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario)."

14. Conditions Precedent

(a) As conditions precedent to the effectiveness of this Agreement, the Agent shall have received from the Obligors such agreements, documents, certificates and opinions as the Lenders may require.

(b) As a condition precedent to the ability of the Borrower to receive an Advance under Credit A2 related to the increase in Credit A2 set forth in Section 2 hereof and prior to the amendment to Section C.3. of Schedule K set forth in Section 12(a) hereof being effective:

(i) the New Subordinated Lenders and the Obligors shall have entered into one or more agreements with the Agent on terms satisfactory to the Lenders whereby all of the obligations of the Borrower under the New Subordinated Credit Agreement shall be postponed to the indefeasible payment in full in cash and performance in full of the Obligations, and all security granted to the New Subordinated Lenders by or pursuant to the New Subordinated Credit Agreement shall be subordinated to the Security under the Existing Credit Agreement as amended by this Agreement; and

(ii) the Agent shall have received evidence satisfactory to it that the Borrower has received, or will receive concurrently with such Advance, $3,000,000 in immediately available funds from the New Subordinated Lenders under the New Subordinated Credit Agreement.

(c) As a condition precedent to the amendment to insert Section C.4. in Schedule K set forth in Section 12(b) hereof being effective, the Additional Subordinated Lenders and the Obligors shall have entered into one or more agreements with the Agent on terms satisfactory to the Lenders whereby all of the obligations of the Borrower under the Additional Subordinated Credit Agreement shall be postponed to the indefeasible payment in full in cash and performance in full of the Obligations, and all security granted to the Additional Subordinated Lenders by or pursuant to the Additional Subordinated Credit Agreement shall be subordinated to the Security under the Existing Credit Agreement as amended by this Agreement.

(d) In addition, the Borrower shall, concurrently with the execution of this Agreement, pay to each Lender a non-refundable (i) upfront fee in the amount of 1.00% of its increased Commitment relating to Credit A2 and (ii) work fee in the amount of $25,000.

15. Non-Waiver of Defaults

Notwithstanding the amendments to the Existing Credit Agreement set forth herein, any future Advance under Credit A2 or any other matter, the Lenders have not and shall not be taken to have waived any rights whatsoever with respect to any Pending Event of Default or Event of Default which has occurred or may hereafter occur, all of such rights being hereby expressly reserved.

16. Representations of Obligors

The Obligors acknowledge that this agreement is a Loan Document and that all of their representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on their execution of this agreement as if set out in full in this agreement. The Obligors also represent that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which any Obligor is a party. The Obligors also expressly acknowledge and agree that the representations, warranties and covenants of the

Obligors hereunder, including without limitation in the recitals hereto, form part of the Obligations under the Existing Credit Agreement.

17. Ratification and Confirmation

The Existing Credit Agreement, as amended by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Loan Documents, the Obligors confirm that the existing Security shall continue to guarantee and/or secure, as the case may be, all of the Obligations (or any limited part thereof described in a particular document forming part of the Security), including but not limited to those arising as a result of this agreement.

18. General

The division into sections and other subdivisions of this agreement and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement, references in this agreement to a Person includes that Person's successors and permitted assigns, words in the singular include the plural and vice versa and words in one gender include all genders and this agreement is governed by the laws governing the Existing Credit Agreement.

19. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or scanned and e-mailed copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile or scanned and e-mailed copy shall deliver an original executed counterpart of this agreement as soon as possible after delivering the facsimile or scanned and e-mailed copy.

[Note: the balance of this page has been intentionally left blank]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name: DOUGLAS HELMICKEN
Title: Manager Special Accounts AB SK. GRM-SAM.

And: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name:
Title:

And: ______________________
Name:
Title:

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name:
Title:

And: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name: Robert Boomhour
Title: Director

And: ______________________
Name: Voula Karidis
Title: Associate Director

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

NATIONAL BANK OF CANADA

By: ____________________________
Name: JEAN GOSSELIN
Title: SENIOR MANAGER

And: ____________________________
Name: D. WILLIAM KENNEDY
Title: V.P

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

FARM CREDIT CANADA

By: ______________________
Name: Gerald Berscheid
Title: Farm Credit Canada

And: ______________________
Name:
Title:

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

BANK OF MONTREAL

By: ______________________
Name: David E. Ross
Title: Senior Account Manager

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

BIG SKY FARMS INC.

By: ____________________
John LaClare
President and Chief Executive Officer

And: ____________________
Canute Tagseth
Chief Financial Officer

DRYCAST SYSTEMS INC.

By: ____________________
John LaClare
President

And: ____________________
Canute Tagseth
Treasurer and Chief Financial Officer

BIG SKY MANAGEMENT CONSULTING CORP.

By: ____________________
John LaClare
President

And: ____________________
Canute Tagseth
Treasurer and Chief Financial Officer

[signature page for Fourth Amending Agreement made as of 5 May 2008 relating to Big Sky Farms Inc. et al]

EXECUTION COPY
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THIS FIFTH AMENDING AGREEMENT is made as of 22 December 2008.

BETWEEN:

BIG SKY FARMS INC.,
DRYCAST SYSTEMS INC.
and BIG SKY MANAGEMENT CONSULTING CORP.
(collectively, the "**Obligors** ")

- and -

THE LENDERS AS DEFINED IN
THE EXISTING CREDIT AGREEMENT AS DEFINED BELOW
(the "**Lenders**")

- and -

THE BANK OF NOVA SCOTIA
in its capacity as Administrative Agent
(the "**Agent**")

RECITALS:

A. The parties to this agreement are also parties to a third amended and restated credit agreement dated as of 14 July 2006, as supplemented by the letter dated 21 December 2006 by the Borrower to the Agent (pursuant to which Tranche 2 of Credit C was cancelled) and as amended by the first amending agreement dated as of 7 March 2007, the second amending agreement dated as of 23 May 2007, the third amending agreement (the "**Third Amending Agreement**") dated as of 14 December 2007 and the fourth amending agreement (the "**Fourth Amending Agreement**") dated as of 5 May 2008 (as so amended, the "**Existing Credit Agreement**"), which amended and restated a second amended and restated credit agreement dated as of 22 August 2005, which was an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000, as amended.

B. Defaults that are continuing and have not been waived have occurred under the Existing Credit Agreement. The Borrower and the Lenders entered into a letter agreement (the "**Letter Agreement**") dated as of 3 December 2008, accepted by the Borrower on 4 December 2008, with respect to such Defaults which outlined the terms and conditions for which the Lenders were prepared to seek credit approval to consider a forbearance period and an extension of the termination date of Credit A.

C. The Lenders have received such credit approval and such approval was communicated to the Borrower on 11 December 2008 (the "**Credit Approval Date**").

D. The Borrower and BNS have agreed that Swap facilities extended by BNS to the Borrower are to be terminated or limited in term and that such Swap facilities and Visa credit card arrangements and facilities extended by BNS to the Borrower are to be cross-defaulted to the Existing Credit Agreement (as amended and supplemented by this agreement).

E. The Borrower and Bank of Montreal ("**BMO**") have agreed that Swap facilities extended by BMO to the Borrower are to be terminated on maturity and that such Swap facilities are to be cross-defaulted to the Existing Credit Agreement (as amended and supplemented by this agreement).

F. The parties are therefore entering into this agreement to amend the provisions of the Existing Credit Agreement as agreed under the Letter Agreement and to give effect to the agreements between BNS and the Borrower and BMO and the Borrower regarding Swaps and Other Secured Obligations.

NOW THEREFORE, for value received, and intending to be legally bound by this agreement, the parties agree as follows:

1. **Definitions.**

(a) Capitalized terms used in this agreement, including the recitals hereto, and not otherwise defined herein have the meanings defined in the Existing Credit Agreement. In addition, "**agreement**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" or similar expressions mean this agreement, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

(b) Article 1 of the Existing Credit Agreement is amended to insert the following definition as Section 1.1.67.1, in alphabetical order:

> "**1.1.67.1** "**Fifth Amending Agreement**" means the fifth amending agreement made as of 22 December 2008 between the Obligors, the Agent and the Lenders."

2. **Forbearance Period**

Notwithstanding the amendments to the Existing Credit Agreement set forth herein or any other matter, the Lenders have not and shall not be taken to have waived any rights whatsoever with respect to any Pending Event of Default or Event of Default which has occurred or may hereafter occur, all of such rights being hereby expressly reserved. Notwithstanding the immediately preceding sentence, the Lenders agree to forbear from exercising such rights until the earlier of (i) 30 June 2009 or (ii) until the Required Lenders choose, upon the occurrence of a further Event of Default or a default under this agreement, to terminate such forbearance (the period of forbearance, being the "**Forbearance Period**").

3. **Extension of Maturity of Credit A**

The first sentence of Section 2.4.1 of the Existing Credit Agreement is deleted and replaced with the following:

"Credit A shall be repaid in full and cancelled on the last day of the Forbearance Period (as defined in the Fifth Amending Agreement), unless it is extended on or before that date at the discretion of the Lenders."

4. Elimination of Advances by way of Bankers' Acceptance

(a) Section 1.1.2 (definition of Advance) of the Existing Credit Agreement is amended by deleting the words ", acceptance of Bankers' Acceptances" from the second line thereof and "Bankers' Acceptances and" from the last line thereof.

(b) Each of Sections 1.1.12 (definition of BA Discount Proceeds), 1.1.13 (definition of BA Discount Rate), 1.1.14 (definition of BA Equivalent Loan), 1.1.15 (definition of Bankers' Acceptance), 1.1.16 (definition of Bankers' Acceptance Fee) and 1.1.100 (definition of Non-BA Lender) of the Existing Credit Agreement is deleted and replaced with "[Intentionally Deleted.]".

(c) Section 2.1.2 of the Existing Credit Agreement is amended by deleting the words ", by presenting orders to the Lenders for acceptance as Bankers' Acceptances" from the second sentence thereof.

(d) Section 2.1.4 of the Existing Credit Agreement is amended by deleting the words "or by presenting orders to the Lenders for acceptance as Bankers' Acceptances" from the second sentence thereof.

(e) Section 2.1.5 of the Existing Credit Agreement is amended by deleting the words "or by presenting orders to the Lenders for acceptance as Bankers' Acceptances" from the second sentence thereof.

(f) Each of Sections 5.10 through 5.19 of the Existing Credit Agreement is deleted and replaced with "[Intentionally Deleted.]".

(g) Schedule A (Notice of Advance or Payment) of the Existing Credit Agreement is amended by deleting references under the heading "Request for Advance" to Advances available by way of Banker's Acceptance.

(h) All other references in the Existing Credit Agreement to Bankers' Acceptances, BA Discount Proceeds, BA Discount Rate and Bankers' Acceptance Fees, including without limitation in Section 1.1.51 (definition of Debt), Section 1.1.47 (definition of Total Interest Expense), Section 2.8, Section 5.4, Section 5.7, Section 8.1(c) Section 8.2, Section 8.3 and Schedule J (form of Borrowing Base Certificate), are hereby deleted and all such Sections and such Schedule are modified accordingly.

5. Reduction in L/C Maturity Date

The first sentence of the second paragraph of Section 5.22 of the Existing Credit Agreement is deleted and replaced with the following:

"Each L/C issued under this Agreement shall have a maturity date no later than 30 June 2009."

6. Amendment to Rates and Fees

(a) Section 2.5 of the Existing Credit Agreement is deleted and replaced with the following:

"Interest rates and fees for issued and outstanding L/Cs will be as follows:

Prime Rate + Base Rate + (per annum)	Fee for L/Cs (per annum)
2.50%	3.50%

Provided, however, that commencing on the Credit Approval Date (as defined in the Fifth Amending Agreement), such interest rates and fees will be at a rate per annum that is 2.00% higher than the rates set forth above but the additional amounts of interest and fees owing by the Borrower as a result of such higher rate shall accrue and be paid by the Borrower on the last day of the Forbearance Period. Subject to Sections 5.1 and 5.2, all interest and fees in respect of Advances under Credit A1 are payable solely to BNS for its own account. All interest and fees in respect of Advances under Credit A2, (other than the Fronting Fee and the other customary fees described below which shall be retained by the Issuing Bank for its own account), shall be distributed promptly by the Agent to the Lenders in accordance with their respective Applicable Percentages of Credit A2, as adjusted pursuant to Section 5.2. In addition to the foregoing L/C fees, the Borrower shall pay a fronting fee ("**Fronting Fee**") to the Issuing Bank in an amount equal to 0.125% per annum on the face amount of each L/C, payable quarterly in arrears, as well as customary administrative, issuance, amendment, payment and negotiation fees."

(b) The amendment to Section 2.5 of the Existing Credit Agreement set forth in Section 6(a) will apply notwithstanding any Compliance Satisfaction Date (as defined in each of the Third Amending Agreement and the Fourth Amending Agreement).

7. Suspension of Principal Payments

(a) Subject to Section 8 of this agreement, up to and including the last day of the Forbearance Period, the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C is suspended. For greater certainty, but for this Section 7(a), payments of principal would be required under the Existing Credit Agreement notwithstanding the provisions of the Fourth Amending Agreement and the Third Amending Agreement that provided for suspensions of payments of principal.

(b) After the last day of the Forbearance Period, such suspension shall no longer be effective and the requirement set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C shall be reinstated. For greater certainty, such reinstatement does not imply any extension of the Commitments past the last day of the Forbearance Period.

8. Mandatory Repayments upon Permitted Dispositions

(a) Section 2.4.4 of the Existing Credit Agreement is deleted and replaced with the following:

> "In addition to the scheduled repayments and reductions, notwithstanding any temporary suspension of such scheduled payments and reductions, the aggregate amounts outstanding under Credit B and Credit C shall be repaid and permanently reduced by 25% of Excess Cash Flow at the end of each fiscal year of the Borrower and by 100% of the net proceeds of any asset sale, lease, sale and lease-back or other disposition of Property that is not permitted under Section 7.5.3(e) without the prior written consent of the Required Lenders and to which the Required Lenders have provided their consent. Such payments shall be applied to Credit B and Credit C pro rata. Payments from Excess Cash Flow shall be made annually not later than 120 days after the end of the Borrower's fiscal year and payments from such dispositions to which the Required Lenders have provided their consent shall be made immediately upon receipt of the proceeds thereof by the Borrower or another Person on its behalf and, in each case, such payments shall be applied against scheduled repayments and reductions in inverse order of due date, notwithstanding any temporary suspension of such scheduled repayments or reductions."

(b) 7.5.3(e) of the Existing Credit Agreement is deleted and replaced with the following:

> "(e) permit any sale, lease, sale and lease-back or other disposition of the whole or any material part of its Property except for sales of inventory and obsolete or redundant equipment in the ordinary course of business."

9. Share Purchase Options

(a) Notwithstanding the provisions of the Fourth Amending Agreement and the Third Amending Agreement that provided for suspensions of payments of principal, for each instalment of principal required under Sections 2.4.2 and 2.4.3 of the Existing Credit Agreement which is not paid after April 1, 2009 during the Forbearance Period, the Required Lenders shall have the option of instructing the Agent, for and on behalf and for the benefit of all the Lenders, to subscribe for and purchase from the Borrower on the next Business Day (the "**Option Date**") following the date (the "**Instalment Due Date**") on which that instalment payment was, but for the suspension set forth in Section 7(a) of this agreement, due to be paid under the Existing Credit Agreement:

> (i) with respect to the first instalment of principal which is not paid when due, being 30 April 2009, that number of common shares of the Borrower that is equal to 5% of the common shares of the Borrower on a fully diluted basis upon the exercise of the option, all at no cost or expense to the Lenders other than for a purchase price of one dollar;
>
> (ii) with respect to the second instalment of principal which is not paid when due, being 29 May 2009, that number of common shares of the Borrower that is equal to 5% of the common shares of the Borrower on a fully diluted basis upon the exercise of the option, all at no cost or expense to the Lenders other than for a purchase price of one dollar; and

(iii) with respect to the third instalment of principal which is not paid when due, being 30 June 2009, that number of common shares of the Borrower that is equal to 5% of the common shares of the Borrower on a fully diluted basis upon the exercise of the option, all at no cost or expense to the Lenders other than for a purchase price of one dollar.

(b) To give effect to the rights and options granted above, without in any way limiting any of the Lenders' rights pursuant to the Existing Credit Agreement, this agreement or at law (including without limitation the right to enforce the Security), the Borrower shall issue to the Agent a share purchase warrant in form and substance acceptable to the Lenders. In the event of any conflict or inconsistency between the provisions of the share purchase warrant and this Section 9, the share purchase warrant shall govern to the extent necessary to remove the conflict or inconsistency. For greater certainty, notwithstanding the immediately preceding sentence and notwithstanding that the share purchase warrant may contemplate certain actions that may be taken in respect of the Borrower or the Capital Stock of the Borrower, including without limitation subdivision and consolidation of Capital Stock, distributions on Capital Stock, reclassification of Capital Stock, consolidation, amalgamation or merger, and adjustments to Capital Stock, no such action may be taken unless it is permitted under the Existing Credit Agreement as amended by this agreement.

(c) The exercise of the rights and options granted above are cumulative and in the event that the Required Lenders do not instruct the Agent to exercise such rights and options on an Option Date, then such rights shall not be extinguished but shall be carried over and may be exercised on the next Instalment Due Date (whether or not the instalment due on the next Instalment Due Date is or is not paid) or on any date on or before all of the Obligations are repaid in full. For greater certainty, (i) the issuance of a share purchase warrant pursuant to this Section 9 shall not be considered a compromise or settlement of any of the Obligations or the Other Secured Obligations and shall in no way affect the Borrower's continuing obligation to repay all principal and accrued interest thereunder and (ii) nothing in this Section 9 shall imply any extension of the Commitments past the last day of the Forbearance Period.

10. Ownership of the Borrower

(a) For the purpose of the representation of the Borrower set forth at Section 6.1.4(a) of the Existing Credit Agreement with respect to ownership of its Capital Stock, Appendix A to Schedule F of the Existing Credit Agreement is deleted and replaced with Schedule A hereto.

(b) Section 7.4 of the Existing Credit Agreement is amended by adding the following sentence at the end of such Section:

"Other than by the issuance of Capital Stock:

(a) in connection with the raising of capital as contemplated by Section 21 of the Fifth Amending Agreement;

(b) to a First Round Lender (as defined in Schedule K) or a Second Round Lender (as defined in Schedule K) pursuant to the exercise of "Warrants" or "Default Warrants" pursuant to (and as those terms are defined in) the New Subordinated Credit Agreements (as defined in Schedule K) with the Capital

Stock issued to be limited to the numbers of common shares in the capital of the Borrower as described in Appendix A to Schedule F;

(c) to an employee or former employee of the Borrower pursuant to the exercise of options that are outstanding as of the date hereof under the Borrower's "Option Plan" as described and defined in note 3 of Appendix A to Schedule F; or

(d) pursuant to the exercise of the warrants granted to the Agent on behalf of the Lenders concurrent with, and as contemplated by the Fifth Amending Agreement,

the Borrower shall not cause or permit any dilution of the ownership of the Borrower from that set forth in Appendix A to Schedule F on a non-diluted basis. Furthermore, the Borrower shall not cause or permit any amendment to the shareholders agreement relating to the Borrower that was amended and restated as of 22 December 2008."

11. Amendment to Senior Debt Ratio Covenant

(a) Up to and including the last day of the Forbearance Period, the requirement for compliance with Section 7.1.1 of the Existing Credit Agreement shall be suspended.

(b) On and after the day following the last day of the Forbearance Period, such amendment to Section 7.1.1 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 7.1.1 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated such that the Borrower on a consolidated basis shall at all times maintain a Senior Debt Ratio of not greater than 3.00 to 1. For greater certainty, such reinstatement does not imply any extension of the Commitments past the last day of the Forbearance Period.

12. Amendment to Debt Service Ratio Covenant

(a) Up to and including the last day of the Forbearance Period, the requirement for compliance with Section 7.1.2 of the Existing Credit Agreement shall be suspended.

(b) On and after the day following the last day of the Forbearance Period, such amendment to Section 7.1.2 of the Existing Credit Agreement shall no longer be effective and 7.1.2 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated such that the Borrower on a consolidated basis shall at all times maintain a Debt Service Ratio of not less than 1.50 to 1. For greater certainty, such reinstatement does not imply any extension of the Commitments past the last day of the Forbearance Period.

13. Amendment to Current Ratio Covenant

(a) Up to and including the last day of the Forbearance Period the existing phrasing of Section 7.1.3 of the Existing Credit Agreement is suspended and replaced with the following:

"During the term of this Agreement, the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.00 to 1."

(b) On and after the day following the last day of the Forbearance Period, such amendment to Section 7.1.3 of the Existing Credit Agreement shall no longer be effective and the phrasing of Section 7.1.3 of the Existing Credit Agreement as it existed prior to the Third Amending Agreement shall be reinstated such that the Borrower on a consolidated basis shall at all times maintain a Current Ratio of not less than 1.50 to 1. For greater certainty, such reinstatement does not imply any extension of the Commitments past the last day of the Forbearance Period.

14. Deletion of EBITDA Covenant

Section 7.1.4 of the Existing Credit Agreement is deleted.

15. Reporting

(a) As a consequence of the deletion of Section 7.1.4 of the Existing Credit Agreement, Section 7.3.1(a) of the Existing Credit Agreement is deleted and replaced with the following:

"(a) The Borrower shall, as soon as practicable and in any event within 14 days of the end of each accounting period and within 14 days after the end of the first two week period of each accounting period, deliver to the Lenders a Borrowing Base Certificate. The Borrower may, at its option, submit a Borrowing Base Certificate more frequently."

(b) As a consequence of the deletion of Section 7.1.4 of the Existing Credit Agreement and the reinstatement of the Current Ratio, Section 7.3.1(k) of the Existing Credit Agreement is deleted and replaced with the following:

"(k) The Borrower shall, as soon as practicable and in any event within 30 days of the end of each accounting period, deliver to the Lenders:

(i) a certificate substantially in the form of a Compliance Certificate, but with respect to Sections 1, 2(c), 3 and 6 thereof only; and

(ii) interim unaudited financial statements as at the end of each such accounting period, in each case including balance sheet, statement of income and retained earnings and statement of cash flows but excluding adjustments to reflect the Market Value with respect to any Swaps."

(c) Section 7.3.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.3.1(m):

"(m) The Borrower shall deliver to the Lenders, within three Business Days of its execution and delivery of the Fifth Amending Agreement, a projection of its weekly cash position for the following two weeks and a report as to its actual cash position for the preceding two weeks. The projection and report shall include receipts and disbursements, sources of funds other than trade receipts, Borrowing Base and principal balance of the Credits. Each projection will also include a statement of assumptions as to market prices and other factors on which a projection is based, an explanation of the basis for any variation between assumptions and current market conditions and an analysis of the effect of any actual future variation from the assumptions, including an analysis of what variation from current conditions would be necessary and within what time frame, to restore the Borrower to full compliance with all financial covenants in Section 7.1. Thereafter, the Borrower shall provide the Lenders with a weekly update of the projection and report, including a projection for a further week, a comparison of actual to projected results and an explanation for any variance."

(d) Section 7.3.1 of the Existing Credit Agreement shall be amended to insert the following as Section 7.3.1(n):

"(n) The Borrower shall deliver to the Lenders at regular intervals and on request detailed reports of the status of the Borrower's negotiations with the Borrower's major shareholders and others regarding their future injections of capital into the Borrower."

(e) As a consequence of the deletion of Section 7.1.4 of the Existing Credit Agreement, Section 2(e) of the Compliance Certificate is deleted.

16. Notice

Section 7.3.2 of the Existing Credit Agreement shall be amended to insert the following as Section 7.3.2(g):

"(g) The Borrower shall immediately notify the Agent of any notice or claim it, or to the best of its knowledge, its counsel receives from the Subordinated Creditors regarding the Borrower's obligations to them."

17. Negative Covenant: Payment of Debt

Section 7.5.2(b) of the Existing Credit Agreement is deleted and replaced with the following:-

"(b) prepay, redeem, defease, repurchase or make other payments in respect of any of the Subordinated Obligations or its other Debt for borrowed money, other than the Obligations or as may be permitted under the Intercreditor Agreement with respect to the Subordinated Obligations;"

18. Intercreditor Agreement and Subordinated Obligations

(a) Section 1.1.84 (definition of Intercreditor Agreements) of the Existing Credit Agreement is deleted and replaced with the following:

"1.1.84 "**Intercreditor Agreements** " means the intercreditor agreement dated as of 22 December 2008 between the Agent, for and on behalf of the Lenders, the Borrower and the Subordinated Creditors, providing for the terms of subordination of the Subordinated Security and postponement of payment of the Subordinated Obligations in favour of the Security, the Obligations and the Other Secured Obligations, respectively, and other intercreditor agreements that may be entered into from time to time to provide for the terms of subordination of any other Debt in favour of the Obligations and the Other Secured Obligations, each as amended, supplemented, restated and replaced from time to time."

(b) Section 1.1.93 (definition of Maple Leaf) of the Existing Credit Agreement is hereby deleted and replaced with "[Intentionally Deleted.]".

(c) Section 1.1.142 (definition of Subordinated Creditors) of the Existing Credit Agreement is deleted and replaced with the following:

"**1.1.142** **"Subordinated Creditors"** means FCC (as defined in Schedule K), Golden (as defined in Schedule K), the First Round Sub-Lenders (as defined in Schedule K), the Second Round Sub-Lenders (as defined in Schedule K) and any other Person that becomes a subordinated creditor of an Obligor in accordance with this Agreement and otherwise on terms satisfactory to the Required Lenders."

(d) Section C.1. of Schedule K of the Existing Credit Agreement is amended by deleting it and replacing it with the following:

"3. The obligations of, and security granted by, the Borrower under or in connection with the following agreements:

(a) investment agreement dated 2 October 2006 with, and subordinated debenture issued on 16 October 2006 to, FCC Ventures, a division of Farm Credit Canada ("**FCCV**");

(b) investment agreement dated 2 October 2006 with, and subordinated debenture issued on 16 October 2006 to, Golden Opportunities Fund Inc. ("**Golden**");

(c) amended and restated credit agreement with Investment Saskatchewan Inc. ("**ISI**"), by its portfolio manager and lawful attorney, Victoria Park Capital Inc.("**VPC**") dated as of May 9, 2008;

(d) credit agreement with ISI, by its portfolio manager and lawful attorney, Crown Capital Partners, dated as of May 9, 2008;

(e) credit agreement with FCCV by its portfolio manager and lawful attorney, Avrio Investments Inc., dated as of May 9, 2008;

(f) credit agreement with Golden, dated as of May 9, 2008;

(g) credit agreement with Florian Possberg, dated as of May 30, 2008;

(h) credit agreement with Cliff Wiegers, dated as of June 15, 2008;

(the foregoing credit agreements (excluding items (a) and (b) above) being sometimes referred to as the "**First Round Sub-Debt Agreements**" and the lenders thereunder being sometimes referred to collectively as the "**First Round Sub-Lenders**")

(i) credit agreement with Investment ISI, by its portfolio manager and lawful attorney, VPC, dated as of December 15, 2008;

(j) credit agreement with FCCV, by its portfolio manager and lawful attorney, Avrio Investments Inc., dated as of December 15, 2008;

(k) credit agreement with Golden, dated as of May 9, 2008;

(l) one or more credit agreements that may hereafter be made by any one or more other persons who was a shareholder of the Borrower as of December 15, 2008, on the terms and conditions substantially the same (other than the amount of the loan(s) thereunder) as the terms and conditions of the credit agreements referred to in paragraphs (i), (j) and (k) above and who becomes a party to the Intercreditor Agreement;

(the credit agreements in paragraphs (i), (j), (k) and (l) above being sometimes referred to as the "**Second Round Sub-Debt Agreements**" and, with the First Round Sub-Debt Agreements, collectively as the "**New Subordinated Credit Agreements**") and the lenders under the Second Round Sub-Debt Agreements being sometimes referred to collectively as the "**Second Round Sub-Lenders**").

(e) Section C.3 and C.4 of Schedule K of the Existing Credit Agreement are hereby deleted.

19. Swaps and Other Secured Obligations

(a) All Swap facilities extended by BNS to the Borrower, other than those facilities in respect of foreign currency exchange Swaps or existing interest rate Swaps, are hereby terminated.

(b) Each existing interest rate Swap between BNS and the Borrower shall, notwithstanding the terms or maturity date thereof, terminate on the last day of the Forbearance Period.

(c) Each foreign currency exchange Swap between BNS and the Borrower shall have a maturity date no later than 30 June 2009 and all foreign currency exchange Swap facilities extended by BNS to the Borrower shall terminate on 30 June 2009.

(d) The Swap between BMO and the Borrower shall terminate on the earlier of its maturity date, being 25 May 2009, or the last day of the Forbearance Period.

(e) A Pending Event of Default or Event of Default under the Existing Credit Agreement (as amended and supplemented by this agreement) or a default under this agreement shall be a default under:

(i) all Visa credit card arrangements and facilities extended by BNS to the Borrower, including without limitation under or in connection with The Bank of Nova Scotia Corporate Visa Agreement dated 26 July 2006 between the Borrower and BNS, as amended, supplemented, restated and replaced from time to time, including by a required replacement agreement, the Scotiabank VISA Business Card Agreement, to be entered into on or about December 2008, as amended, supplemented, restated and replaced from time to time,

(ii) all Swap between BNS and the Borrower, and

(iii) all Swaps between BMO and the Borrower;

and thereupon any and all such Visa credit card arrangements and facilities and Swap facilities shall be able to be terminated immediately by BNS or BMO, as the case may be, and shall be immediately repayable upon demand or, at the sole option of BNS or BMO, as the case may be, set off or netted against other debts or liabilities owing to or from BNS or BMO, as the case may be.

(f) Section 3.2(b) of the Existing Credit Agreement is deleted and replaced with the following:

> "(b) the present and future debts, liabilities and obligations of the Borrower to any Lender or its Affiliates (collectively, the "Other Secured Obligations") under or in connection with (i) cash consolidation arrangements and credit cards, (ii) other transactions not made under this Agreement if it is agreed by the Borrower and the Agent acting on the instructions of the Required Lenders that such debts, liabilities and obligations shall be secured and (iii) Swaps."

(g) Section 7.2.5(d) of the Existing Credit Agreement is deleted and replaced with "[Intentionally Deleted.]".

20. Conditions Precedent

As conditions precedent to the effectiveness of this agreement, the Agent, for and on behalf of the Lenders, shall have received the following, each in full force and effect and in form and substance satisfactory to the Lenders:

(a) evidence that the shareholders of the Borrower have injected a minimum of $1.5 million into the Borrower by way of loans fully postponed and subordinated as to principal, interest, any other amounts and security therefor to the Obligations, the Other Secured Obligations and the Security;

(b) a new Intercreditor Agreement with other secured lenders, including without limitation the Subordinated Creditors, that provides that all obligations to other secured lenders, whether principal, interest and other amounts, and the security therefor are fully postponed and subordinated to the Obligations, the Other Secured Obligations and the Security;

(c) a share purchase warrant made by the Borrower in favour of the Agent (for and on behalf of and for the benefit of the Lenders);

(d) a certificate attaching a true copy of the amended and restated shareholders agreement relating to the Borrower between certain of the shareholders of the Borrower;

(e) an opinion of McKercher LLP; and

(f) such other agreements, documents, certificates and opinions as the Lenders may require.

21. Condition Subsequent: Additional Capital

The Borrower shall use its best efforts to raise additional capital of a minimum of $4.5 million (in addition to the $1.5 million being injected by the shareholders referred to in Section 20(a) of this agreement) by having in place by March 31, 2009, a firm commitment of a third party acceptable to the Lenders in a form acceptable to the Lenders that provides for a funding date of no later than April 30, 2009.

22. Credit Limits and Borrowing Base Reserve

The Borrower shall at all times remain within the limits of the Credits and shall continue to maintain the $4 million Borrowing Base reserve required under Section 2.1.3 of the Existing Credit Agreement.

23. Advisors

The engagement of, and all fees and disbursements payable to, all financial or other advisors whom the Lenders may from time to time require the Borrower to engage will be at the expense of the Borrower and the terms of each such engagement shall include express permission for any such advisor to communicate directly with the Lenders on all matters relating to the engagements and the Borrower's business.

24. Unpaid Fees and Interest

As a result of an administrative oversight, the Borrower has underpaid Bankers' Acceptance Fees of $229,369.86, Prime Rate interest of $12,638.99 and Base Rate interest of US $1,374.52. The Borrower agrees that this forms part of the Obligations, is secured by the Security and that (i) the underpaid Bankers' Acceptance Fees shall be paid in an amount of $47,388.73 on each of 27 November 2008, 15 December 2008, 15 January 2009 and 16 February 2009 and an amount of $39,814.92 on 16 March 2009, (ii) the underpaid Prime Rate interest shall be paid in an amount of $2611.27 on each of 27 November 2008, 15 December 2008, 15 January 2009 and 16 February 2009 and an amount of $2193.93 on 16 March 2009 and (iii) the underpaid Base Rate interest shall be paid on 16 March 2009. The Lenders acknowledge receipt of the payments made on 27 November 2008 and 15 December 2008.

25. Requests for Information

If customers or other persons request information from the Lenders in the nature of a credit inquiry about the current lending relationship between the Lenders and the Borrower or request other credit information, the Lenders may elect at any time and from time to time to refer the request to the Borrower for a response.

26. Forbearance Fee

The Borrower shall pay to the Agent for the benefit of each Lender in accordance with its Proportionate Share a forbearance fee in the amount of $250,000 on the last day of the Forbearance Period which shall be considered to be fully earned as of the date of the Letter Agreement. The forbearance fee shall be non-refundable when paid. The forbearance fee may be paid from Credit A or deducted by the Agent from the Borrower's operating account on the date it is due.

27. Representations of Obligors

The Obligors acknowledge that this agreement is a Loan Document and that all of their representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this agreement and are deemed to be repeated on their execution of this agreement as if set out in full in this agreement. The Obligors also represent that there are no consents or other agreements required from third parties to avoid this agreement causing a breach or default under any other agreement to which any Obligor is a party. The Obligors also expressly acknowledge and agree that the representations, warranties and covenants of the Obligors hereunder, including without limitation in the recitals hereto, form part of the Obligations under the Existing Credit Agreement. A breach of a covenant or obligation of this agreement shall be an Event of Default under the Existing Credit Agreement.

28. Ratification and Confirmation

The Existing Credit Agreement, as amended and supplemented by this agreement, remains in full force and effect and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or the other Loan Documents, the Obligors confirm that the existing Security shall continue to guarantee and/or secure, as the case may be, all of the Obligations (or any limited part thereof described in a particular document forming part of the Security), including but not limited to those arising as a result of this agreement.

29. General

The division into sections and other subdivisions of this agreement and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement, references in this agreement to a Person includes that Person's successors and permitted assigns, words in the singular include the plural and vice versa and words in one gender include all genders and this agreement is governed by the laws governing the Existing Credit Agreement.

30. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or scanned and e-mailed copy of an executed counterpart of this agreement shall be deemed to be valid execution and delivery of this agreement, but the party delivering a facsimile or scanned and e-mailed copy shall deliver an original executed counterpart of this agreement as soon as possible after delivering the facsimile or scanned and e-mailed copy.

31. Date of Agreement

This agreement may be referred to as being dated 22 December 2008 or dated or made as of 22 December 2008, notwithstanding the actual date of execution.

[Note: the balance of this page has been intentionally left blank]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ______________________
Name: N. L. STRIDER
Title: ASSISTANT GENERAL MANAGER

And: ______________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ______________________
Name:
Title:

And: ______________________
Name:
Title:

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

IN WITNESS OF WHICH, the parties have executed this agreement.

THE BANK OF NOVA SCOTIA
as Lender

By: ____________________
Name:
Title:

And: ____________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Agent

By: ____________________
Name: Jim Beninger
Title: Director

And: ____________________
Name: Voula Karidis
Title: Associate Director

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

NATIONAL BANK OF CANADA

By: ______________________
Name: JEAN GOSSELIN
Title: SENIOR MANAGER

And: ______________________
Name: Pierre-Paul Duguay
Title: Directeur principal

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

FARM CREDIT CANADA

By: ____________________
Name: Gary M. Stoppard
Title: Sr Acct Mgr. Special Credit

And: R. Ueha.
Name: Ron Ueha
Title: Manager, Special Credit

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

BANK OF MONTREAL

By: ______________________
Name: David E. Ross
Title: Senior Account Manager

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

BIG SKY FARMS INC.

By: ______________________
Name: John LaClare
Title: President and Chief Executive Officer

And: ______________________
Name: Canute Tagseth
Title: Treasurer and Chief Financial Officer

DRYCAST SYSTEMS INC.

By: ______________________
Name: John LaClare
Title: President and Chief Executive Officer

And: ______________________
Name: Canute Tagseth
Title: Treasurer and Chief Financial Officer

BIG SKY MANAGEMENT CONSULTING CORP.

By: ______________________
Name: John LaClare
Title: President and Chief Executive Officer

And: ______________________
Name: Canute Tagseth
Title: Treasurer and Chief Financial Officer

[signature page for Fifth Amending Agreement made as of 22 December 2008 relating to Big Sky Farms Inc. et al]

SCHEDULE A

APPENDIX A TO SCHEDULE F

CAPITAL STOCK OF BIG SKY FARMS INC.

BIG SKY FARMS INC. - CAPITAL STOCK

Name	No of Shares		Percentage Holdings			
	By holder	By related parties	As % of o/s shares subject to Shareholders Agreement	As % of total shares o/s	As % of total shares partially diluted	As % of total shares fully diluted
Parties to Shareholder Agreement (note 1)						
Institutional Shareholders						
Investment Saskatchewan Inc.	6,725,000		67.56%	62.86%	63.24%	62.29%
Saskatchewan Government Growth Fund III Ltd.	1,263,360		12.69%	11.81%	11.14%	10.32%
FCC Ventures, a Division of Farm Credit Canada	411,765		4.14%	3.85%	4.29%	4.59%
Concentra Trust (for Golden Opportunities Fund Inc.)	411,765		4.14%	3.85%	4.29%	4.59%
	8,811,890	8,811,890	88.53%	82.36%	82.96%	81.79%
Management / Insiders (see Appendix 1)						
Florian Possberg	697,774		7.01%	6.52%	6.51%	6.36%
Big Sky Employee's Fund Inc.	345,880		3.47%	3.23%	3.05%	2.83%
Mike Deutscher	67,953		0.68%	0.64%	0.60%	0.96%
Casey Smit	30,000		0.30%	0.28%	0.26%	0.25%
	1,141,607	1,141,607	11.47%	10.67%	10.42%	10.39%
Total - Parties to Shareholders Agreement		9,953,497	100.00%			
Others (see Appendix 1)						1.63%
Saskatchewan Indian Equity Foundation	443,703			4.15%	3.91%	3.62%
Wiegers, Cliff	98,280			0.92%	0.92%	0.90%
Animal Management Services and Pet Clinic Ltd.	67,953			0.64%	0.60%	0.56%
Harding Swine Veterinary Services Ltd.	67,953			0.64%	0.60%	0.56%

"KSS" Shareholders	67,422	745,311		0.63%	0.59%	0.55%
				6.97%	6.62%	7.82%
Total Shares outstanding		10,698,808	100.00%	100.00%	100.00%	100%

First Round Warants (note 2)		346,245
Second Round Warants (note 2)		300,000
		646,245
Total shares, partially diluted		11,345,053
First Round Default Warants (note 2)		346,245
Second Round Default Warants (note 2)		300,000
Employee stock options (note 3)		250,000
		896,245
Total shares, fully diluted		12,241,298

APPENDIX 1 to APPENDIX A TO SCHEDULE F

Management / Insiders			
Florian Possberg			
B & F Holdings Ltd.	645,718		
Porcan Developments Inc.	52,056	697,774	
Big Sky Employee's Fund Inc.	345,880	345,880	
Mike Deutscher			
Foothill Holdings Ltd.	55,953		
Union Securities Ltd. ITF Michael Deutscher RSP # 06R-1484-5	9,000		
Scotia Capital Inc. ITF Patricia Deutscher 549-55319-14	3,000	67,953	
Casey Smit			
Nesbitt Burns ITF Laurie Anne Smit RRSP A/C 816-01752-14	17,100		
Nesbitt Burns ITF Casey Smit	12,900	30,000	
	1,141,607	1,141,607	
Others (not party to Shareholders Agreement)			
Saskatchewan Indian Equity Foundation	443,703		443,703
Wiegers, Cliff			98,280
Weigers, Cliff	90,000		
Wiegers Holdings Ltd.	8,280		
Animal Management Services and Pet Clinic Ltd.	67,953		67,953

Harding Swine Veterinary Services Ltd.	67,953		67,953
"KSS" Shareholders			67,422
Patrick Family		19,095	
Laurentian Trust of Canada Inc., ITF Candace Patrick, RRSP #B052643	6,819		
Patrick, Mickey	5,457		
Patrick, Kelly	4,005		
Laurentian Trust of Canada Inc. ITF Kelly Patrick, RRSP #B055381	2,814		
McChesney Family		13,884	
Laurentian Trust of Canada, ITF Warren McChesney, RRSP #B055383	8,184		
Scotia Capital Inc., ITF Karen McChesney, RRSP AC: 486-03223-14	2,850		
Scotia Capital Inc., ITF Morris McChesney, RRSP AC: 486-03224-13	2,850		
Sowa, Bill	10,275	10,275	
Gwilliam, Bill	8,181	8,181	
Swartz, Dale	5,457	5,457	
Banadyga, Brian	3,000	3,000	
Pladson, Keith	3,000	3,000	
Gibb, Bruce	1,500	1,500	
Geck, Brian	1,365	1,365	
Leitch, Allan	1,365	1,365	
Geck, Allan	300	300	
Total - Not parties to Shareholders Agreement	745,311		745,311

NOTES TO APPENDIX A TO SCHEDULE F

1. Shareholders Agreement dated October 16, 2006. All outstanding shares and all shares issuable upon the exercise of warrants or options are common shares.

2. In May and June of 2008 the Borrower entered into credit agreements (the "First Round Sub-Debt Agreements") with five of its shareholders including Investment Saskatchewan Inc. ("ISI"), Golden Opportunities Fund Inc. ("Golden"), FCCV, a division of Farm Credit Canada ("FCCV"), Florian Possberg ("Florian") and Cliff Wiegers ("Wiegers") pursuant to which these shareholders (collectively the " First Round Lenders") made subordinated loans to the Borrower totalling $3,462,450 (collectively the "First Round Loans") and were granted share purchase warrants (the "First Round Warrants"). In December of 2008 the Borrower entered into further credit agreements (the "Second Round Sub-Debt Agreements") with each of ISI, Golden and FCCV (collectively the "Second Round Lenders") pursuant to which the Second Round Lenders made additional subordinated loans to the Borrower totalling $1,500,000 (collectively the "Second Round Loans") and were granted additional share purchase warrants (the "Second Round Warrants"). The table below and related notes summarize the terms and conditions of these First and Second Round Sub-Debt Agreements.

Name	Date of Sub-Debt Agreement	Amount of Loan	Warrants	Default Warrants
First Round Loans				
ISI	May 9, 2008	$2,500,000	250,000	250,000

Golden	May 9, 2008	$250,000	25,000	25,000
FCCV	May 9, 2008	$250,000	25,000	25,000
Florian	May 30, 2008	$402,500	40,250	40,250
Wiegers	June 15, 2008	$59,950	5,995	5,995
Total First Round:		**$3,462,450**	**346,245**	**346,245**
Second Round Loans:				
ISI	Dec. 15, 2008	$1,000,000	200,000	200,000
Golden	Dec. 15, 2008	$250,000	50,000	50,000
FCCV	Dec. 15, 2008	$250,000	50,000	50,000
Total Second Round:		**$1,500,000**	**300,000**	**300,000**
Total Both Rounds		**$4,962,450**	**646,245**	**646,245**

1. The First Round Loans from ISI were made under two separate Sub-Debt Agreements, including $1,800,000 pursuant to an agreement made on behalf of ISI by its investment manager, Victoria Park Capital Inc. and $700,000 pursuant to an agreement made on behalf of ISI by its investment manager, Crown Capital Partners Inc.

2. The First Round Loans bear interest at 18%, with principal and interest repayable in a single lump sum payment due November 9, 2009. The Second Round Loans bear interest at 20%, with principal and interest repayable in a single lump sum payment due October 31, 2009.

3. The Warrants are exercisable at any time on or prior to 5:00 p.m. (central standard time) on March 31, 2010, with each Warrant entitling the holder to purchase one share at a price of $0.01 per share.

4. The Default Warrants are not yet issued and may never be issued. Pursuant to the Sub-Debt Agreements, the Default Warrants are to be issued on the maturity dates of the respective loans (i.e. November 9, 2009 with respect to the First Round Loans and October 31, 2009 with respect to the Second Round Loans) only to the extent that the loans are not repaid on such dates. That is, pursuant to the First Round Sub-Debt Agreement, each First Round Lender is to be issued one Default Warrant for every $10 in principal and accrued but unpaid interest that is outstanding under the respective First Round Sub-Debt Agreements as of November 9, 2009. Each Second Round Lender is to be issued one Default Warrant for every $5 in principal and accrued but unpaid interest that is outstanding under the respective Second Round Sub-Debt Agreements as of October 31, 2009. Accordingly, the number of Default Warrants that may be issued, if any, may be lower or higher than the numbers indicated in the table.

3. The Borrower has an Officers, Directors and Employee Stock Option Plan (the "Option Plan") pursuant to which any director, officer or employee of the Borrower or its affiliates (an "Eligible Participant") may from time to time be granted options to purchase shares, provided that the board of directors (the "Board") has the right, in its sole discretion, to determine which Eligible Participants are to be granted options and, subject to the terms of the Option Plan, the terms and conditions attaching to such options. At the time the Option Plan was adopted, the Borrower, together with a wholly owned subsidiary - 101015902 Saskatchewan Ltd. (the "Trustee") - and 101015904 Saskatchewan Ltd. ("PutCo"), entered into a series of agreements, including a stock option agreement and deed of trust (the "Deed of Trust') between the Borrower and the Trustee, a put agreement (the "Put Agreement") between PutCo, the

Trustee and the Borrower, and a capital contribution and option agreement (the "Capital Contribution Agreement") between the Borrower, PutCo and Mr. Paul Grant (who is the sole shareholder, director and officer of PutCo). All of these agreements are dated June 19, 2001, as subsequently amended and restated, and were entered into in order to implement a Management Incentive Program (the "Incentive Program") that operates in conjunction with and ancillary to the Option Plan. Pursuant to the Deed of Trust, all currently outstanding options under the Option Plan were granted to the Trustee who holds such options as bare trustee and for the benefit of the relevant Eligible Participants to whom the options are beneficially granted (the "Beneficial Holders"). Pursuant to the Put Agreement, so long as the common shares of the Borrower are not listed on a recognized stock exchange, the Trustee has the right (the "Put Right") at its option (and shall if directed by the relevant Beneficial Holder) to sell the options on behalf of the Beneficial Holder to PutCo at a price equal to the difference between the Modified Book Value (as that term is defined in the Put Agreement) of the Borrower's shares at the time the relevant option was granted by the Borrower and the Modified Book Value of the Borrower's shares at the time the Put Right is exercised. For these purposes, the Modified Book Value of the Borrower's shares on the dates the respective options were granted was the Phantom Prices referred to in the table below. Pursuant to the Capital Contribution Agreement, the Borrower has agreed to advance to PutCo up to the full purchase price for any options it purchases under the Put Agreement, which advances, unless otherwise agreed, will be advanced by the Borrower to PutCo as loans which are repayable, with interest at prime plus 2%, on demand and secured by all of the present and after acquired assets of PutCo. Also pursuant to this Capital Contribution Agreement, Mr. Grant has granted the Borrower an option to acquire all of the outstanding shares of PutCo and has agreed to cause the business and affairs of PutCo to be operated in accordance with various negative and positive covenants.

The table below summarizes all options that are currently outstanding under the Option Plan.

Holder	**Number**	**Expiry Date**	**Exercise Price**	**Phantom Price**
Michael Deutscher	50,000	June 30, 2010	$4.00	$3.51
Daryl Possberg	5,000	June 30, 2010	$4.00	$3.51
Al Lanfermann	30,000	June 30, 2015	$8.50	$5.08
Denys Robidoux	30,000	June 30, 2015	$8.50	$5.08
Daryl Possberg	20,000	June 30, 2015	$8.50	$5.08
Dean Possberg	5,000	June 30, 2015	$8.50	$5.08
Ernie Patrick	5,000	June 30, 2015	$8.50	$5.08
Lorianne Earis	5,000	June 30, 2015	$8.50	$5.08
Brian Griffin	5,000	June 30, 2015	$8.50	$5.08
Curtis Possberg	15,000	June 30, 2015	$8.50	$5.08
Colin Pratt	10,000	June 30, 2015	$8.50	$5.08
Phil Dykstra	30,000	June 30, 2013	$8.50	$6.28
Canute Tagseth	40,000	June 30, 2013	$8.50	$6.28
Total:	**250,000**			
Less, not yet vested	(88,333)			
Total, vested	161,667			

1. The options expiring in 2010 were granted effective June 19, 2001, the options expiring in 2010 were granted May 15, 2006 and the options expiring in 2013 were granted September 7, 2007.

2. One third of the options expiring in 2010 vest as of June 30 in each of 2007, 2008 and 2009. One third of the options expiring in 2013 vest as of June 30 in each of 2008, 2009 and 2010.

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

June 26, 2009

Scotia Capital

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer
Fax No: 306-682-5042

Dear Sirs and Mesdames:

We are writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006 as amended, to which you and we and the Lenders are parties (the "Credit Agreement"). Capitalized terms used but not defined in this letter have the meanings ascribed thereto in the Credit Agreement.

In the Fifth Amending Agreement we agreed, on certain terms, to forbear acting on our rights under the Credit Agreement, including exercising our Security, for a Forbearance Period which ends on the earlier of (i) June 30, 2009 or (ii) until the Required Lenders choose, upon the occurrence of a further Event of Default or default under the Fifth Amending Agreement, to terminate such forbearance.

As you know, Credit A expires on the last day of the Forbearance Period and accruing deferred interest under Section 2.5 of the Credit Agreement and the forbearance fee described in Section 26 of the Fifth Amending Agreement are both due on the last day of the Forbearance Period.

In your letter to us dated June 24, 2009, you have requested that we extend the Forbearance Period until July 29, 2009. You have made this request in order to permit you to undertake a formal share offering to your shareholders.

The Lenders continue to view the need for a substantial equity injection as essential to your continuing to operate and to address your liquidity issues and we encourage you to impress on your shareholders the urgency of their taking a decision to inject further equity within a very short period of time and certainly before the July 29, 2009 date you have requested for an extension. We urge you to provide copies of this letter to all shareholders so that they are fully informed of the Lenders' position.

Subject to your acceptance of this letter as set out below, in order to allow you to undertake a formal share offering and to permit an equity injection to be made quickly to address your liquidity issues, the Lenders are prepared to and hereby delete the reference to "30 June 2009" in the definition of Forbearance Period and replace it with "29 July 2009".

In addition to all reporting requirements set out in the Credit Agreement, you shall provide to us (a) no later than 5:00 p.m. EDT Monday June 29, 2009 with a copy, and confirmation of delivery to each shareholder and other interested party, of your formal share offering, (b) weekly detailed reports by 5:00 p.m. EDT on each Monday thereafter commencing July 6, 2009 with respect to the status of (i) your discussions and negotiations with shareholders and other interested parties regarding such offering and (ii) acceptance of such offering and (c) immediately upon request such other information as the Lenders may require. In addition, we would like to hear from you promptly as to how you intend to proceed in the event adequate equity and liquidity is not expected to be forthcoming by July 29, 2009.

Except as expressly provided in this letter, the terms of the Credit Agreement and other Loan Documents remain in full force and effect without amendment and the Lenders reserve all of their rights thereunder.

Please acknowledge acceptance of this letter by signing and returning a copy of this letter to us on or before 12 noon EDT Monday June 29, 2009 failing which this letter shall become null and void. This letter may be signed in counterparts and delivered by facsimile or email each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By: ______________________
Robert Boomhour, Director

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed to on June 29, 2009

BIG SKY FARMS INC., for itself and the other Obligors

By: ______________________

And: ______________________

::ODMA\PCDOCS\TOR01\4117384\1

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Scotia Capital

July 29, 2009

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer
Fax: 306-682-5042

Dear Sirs and Mesdames:

We are writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended, to which you and we and the Lenders are parties. The Credit Agreement has been amended by five amending agreements (collectively, the "Credit Agreement"). Capitalized terms used but not defined in this letter have the meanings ascribed to them in the Credit Agreement.

In the Fifth Amending Agreement we agreed on certain terms to forebear acting on our rights under the Credit Agreement, including exercising our Security for a Forbearance Period which ended on June 30, 2009 or until the Required Lenders chose, upon the occurrence of a further Event of Default or default under the Fifth Amending Agreement to terminate such Forbearance. In our letter to you of June 26, 2009 we agreed to extend the Forbearance Period until July 29, 2009 on the terms set out in such letter.

In your letter to us of July 27, 2009, you have requested an extension of the Forbearance Period to August 28, 2009, a further deferment of the forbearance fee and certain interest, a further deferment of a principal payment due on July 31, 2009, a temporary reduction in the borrowing base reserve and delivery of a term sheet outlining the conditions under which the syndicate would entertain a bridge loan of $5,000,000. The Lenders continue to view the need for substantial equity as essential to your continuing to operate and the Lenders are becoming increasingly concerned about your viability. We continue to urge you to impress on your shareholders and others the urgency of seeing that a substantial further injection of equity is made within a very short period of time.

Subject to your acceptance of this letter set out below, in view of the urgency of your needs and your assurance that you will continue to seek equity on an urgent basis, the Lenders are prepared to and hereby agree to extend the Forbearance Period on the following basis:

1. In the definition of Forbearance Period, the date "29 July 2009" is replaced by "28 August 2009".

2. You agree to the Agent, on behalf of the Lenders, engaging a Person acceptable to the Lenders to act as consultants to the Agent and the Lenders to conduct a review and

analysis of the financial condition, operations, business and affairs of the Obligors and to report to the Agent on behalf of the Lenders. The fees and disbursements of the consultants shall be paid by you and may be debited by the Agent to your account when due. You agree to cooperate fully with the consultants in providing all required information. You agree that all information obtained by the consultants may be provided to the Agent and the Lenders. You agree to execute all documents required by the consultants or the Agent on behalf of the Lenders to ensure that the consultants are engaged forthwith. It is the intention of the Agent to request a preliminary report from the consultants by August 11, 2009.

3. With the extension of the Forbearance Period, the requirements set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Credit Agreement to make principal payments with respect to Credit B and Tranche 1 of Credit C are continued to be suspended in accordance with Section 7 of the Fifth Amending Agreement.

4. With the extension of the Forbearance Period, deferment of the payment of the forbearance fee in the amount of $250,000 referred to in Section 26 of the Fifth Amending Agreement is continued until the end of the Forbearance Period.

5. Section 2.1.3 of the Credit Agreement provides as follows:

> "The aggregate amount of Base Rate Advances outstanding under Credit A1 and Credit A2 at any time shall not exceed US $5,000,000 and the aggregate amount of all outstanding advances under Credit A1 and Credit A2 shall not at any time exceed the amount of the borrowing base at any time less a reserve in the amount of $4,000,000."

The reserve amount is reduced to $2,000,000 until the end of the Forbearance Period at which time the reserve amount shall revert back to $4,000,000.

6. Section 2.5 of the Credit Agreement as amended by Section 6(a) of the Fifth Amending Agreement provides in part as follows:

"Interest rates and fees for issued and outstanding L/Cs will be as follows:

Prime Rate + Base Rate + (per annum)	Fee for L/Cs (per annum)
2.50%	3.50%

Provided, however, that commencing on the Credit Approval Date (as defined in the Fifth Amending Agreement), such interest rates and fees will be at a rate per annum that is 2.00% higher than the rates set forth above but the additional amounts of interest and fees owing by the Borrower as a result of such higher rate shall accrue and be paid by the Borrower on the last day of the Forbearance Period."

With the extension of the Forbearance Period the deferment of the payment of the additional amounts of interest and fees owing by you since the Credit Approval Date of December 11, 2008 (which are in the amount of $820,394.00 as of July 29, 2009 (other than interest on Credit A1 which is as of July 28, 2009)), is continued until the end of the Forbearance Period.

7. In accordance with Section 9 of the Fifth Amending Agreement, with the further suspension of the principal payments referred to in paragraph 3 hereof, the option available to the Lenders in Section 9(a)(iii) of the Fifth Amending Agreement has become exercisable. In addition, the option available to the Lenders in Section 9(a)(iii) of the Fifth Amending Agreement of subscribing for common shares of the Borrower shall also be exercisable in the event that any instalment of principal is not paid by the Borrower when due on July 31, 2009 and August 31, 2009, in each case on the same terms provided for in Section 9(a)(iii).

8. Our letter to you of June 26, 2009 sets out reporting requirements in addition to the reporting requirements set out in the Credit Agreement. We continue to require those additional reporting requirements to be met.

The Lenders are not prepared at this time to provide a term sheet for any additional credit. The Lenders require further information and will only give any consideration to a bridge credit after receiving information and a report from the consultants.

Except as expressly provided in this letter the terms of the Credit Agreement and the other Loan Documents remain in full force and effect without amendment and the Lenders continue to reserve all of their rights thereunder.

Please acknowledge acceptance of this letter by signing and returning a copy of this letter to us on or before 5 p.m. EDT, July 30, 2009 failing which this letter will become null and void. This letter may be signed in counterparts and be delivered by facsimile or e-mail each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By: ______________________
Name: Voula Karidis
Title: Associate Director

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed to on July 30 , 2009.

BIG SKY FARMS INC.
for itself and the other Obligors

By: ______________________
Name: MIKE DEUTSCHER
Title SR VP

By: ______________________
Name: CANUTE TAYSETH.
Title CFO

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The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Scotia Capital

August 25, 2009

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer, Fax No. 306-682-5042

Dear Sirs and Mesdames:

We refer to our letter to you as of August 21, 2009. You asked that we issue another letter with certain amended terms. This letter is an amendment and restatement of our letter of August 21, 2009. You have been served with the Notices enclosed with our letter of August 21, 2009 and those Notices are not enclosed with this amendment and restatement.

We are writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended, to which you and we and the Lenders are parties. The Credit Agreement has been amended by five amending agreements (collectively, the "Credit Agreement"). Capitalized terms used but not defined in this letter have the meanings ascribed to them in the Credit Agreement.

In the Fifth Amending Agreement we agreed on certain terms to forbear acting on our rights under the Credit Agreement including exercising our Security for a Forbearance Period which ended on June 30, 2009 or until the Required Lenders chose, upon the occurrence of a further Event of Default or default under the Fifth Amending Agreement to terminate such Forbearance Period. In our letter to you of June 26, 2009, we agreed to extend the Forbearance Period until July 29, 2009 on the terms set out in that letter.

In our letter to you of July 29, 2009, we agreed to extend the Forbearance Period from July 29, 2009 to August 28, 2009 or until the required Lenders chose upon the occurrence of a further Event of Default or default under the Fifth Amending Agreement to terminate such Forbearance Period.

In our letter of July 29, 2009, you agreed to the Agent, on behalf of the Lenders, engaging a person acceptable to the Lenders to act as consultants to the Agent and the Lenders to conduct a review and analysis of the financial condition, operations, business and affairs of the Obligors and to report to the Agent on behalf of the Lenders. Subsequently in your letter to the Agent dated August 6, 2009, you consented to the Agent on behalf of the Lenders engaging Ernst &

Young Inc. to conduct a general review of your business affairs including the operations and financial position of the Obligors.

The most recent financial information you have provided coupled with the report of Ernst & Young Inc. discloses that current hog prices are significantly below break even levels, and market conditions continue to have a negative impact on your business and your margins. The most recent financial projections disclose an opening cash shortfall as of August 23, 2009 of $4.326 million. For the period ending November 15, 2009, the projections disclose a cash shortfall of $15.316 million when combined with the opening cash shortfall. The consultant's report indicates that, in their view, adjustments are required to be made to eligible accounts receivable, specific payables and values of livestock inventory based on current market values thereby creating a borrowing base shortfall.

You have informed us that the Borrower is in urgent need of cash to continue operations of any kind.

With the occurrence of Events of Default and further Events of Default (as contemplated in Section 2 of the Fifth Amending Agreement) the Required Lenders have instructed the Agent to give notice to you and we hereby give notice to you pursuant to Section 8.2 of the Credit Agreement and

(i) declare the Lenders' obligations to make Advances to be terminated and they are hereby terminated; and

(ii) declare the Obligations and all of them to be forthwith due and payable.

According to records of the Agent as of the close of business on August 19, 2009, the Obligations outstanding under the Credit Agreement and the Other Secured Obligations outstanding under the Credit Agreement are as follows:

Credits:	Credit A1	Credit A2	Credit B	Credit C	Total
Principal Amount	$4,157,378.51	$22,000,000.00	$31,103,073.95	$7,350,000.00	$64,610,452.46
Outstanding Interest	$9,178.42	$80,164.38	$113,367.67	$26,782.19	$229,492.66
Outstanding Deferred Interest	$48,609.25	$303,711.66	$439,685.35	$103,159.82	$895,166.08

Interest Rate Swaps:	Swap 1	Swap 2
Reference Number	S54266	S63565
Notional Amount	$2,700,000.00	$3,350,000.00
End Date	October 3, 2010	October 30, 2011
Mark to Market owing by the Borrower	$92,792.20	$199,186.30

(as of August 19, 2009)

Scotiabank Visa Business Card Agreement:	$27,571.00
Unpaid Forbearance Fee:	$250,000.00
Annual Agency Fee:	$16,666.66

Interest and costs continue to accrue. On behalf of the Lenders we herby demand payment of all Obligations and Other Secured Obligations and require that payment be made forthwith. Payment is to include interest and costs to the date of payment. If payment is not made forthwith the Agent will, on behalf of the Lenders, be obliged to take such steps to recover payment of all of your Obligations and Other Secured Obligations in full. All rights under the Credit Agreement, the Credit Documents and the Security are reserved until all Obligations and Other Secured Obligations are paid in full.

You have received, with our letter of August 21, 2009, the following notices:

(a) Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*;

(b) Notice in accordance with Section 21 of the *Farm Debt Mediation Act*; and

(c) Notice in accordance with Section 12 of the *Saskatchewan Farms Security Act*.

The delivery of all notices does not constitute an acknowledgment by the Agent on behalf of the Lenders that any of these Acts apply in the current circumstances.

Notwithstanding the foregoing, subject to acceptance by you, the Lenders are prepared, as an accommodation, to make available to the Borrower a temporary operating credit of up to $2 million (the "**Temporary Credit**") and to forbear acting on their rights under the Credit Agreement on the following basis.

1. The Forbearance Period described in Section 2 of the Fifth Amending Agreement is terminated. A new forbearance period during which the Lenders agree to forbear taking further steps under the Security is on a day-by-day basis only and may be terminated forthwith at any time on notice by the Agent on behalf of the Lenders to the Borrower (the period of forbearance, the "**Forbearance Period**").

2. The Temporary Credit is hereby established and is payable on demand. The purpose of the Temporary Credit is limited to operating expenses which are essential to the continuation of the business of the Borrower. The Temporary Credit may be terminated forthwith at any time on notice by the Agent to the Borrower.

3. Drawings under the Temporary Credit are limited to Prime Rate Advances.

4. The Temporary Credit shall bear interest at the same rate as outstandings bear interest under Credit A2 of the Credit Agreement. The Security shall secure all outstandings under or in connection with the Temporary Credit.

5. The Borrower's obligations which would be paid in an insolvency proceeding in priority to the Security are not to be increased and the Borrower's obligations to other creditors are not to be reduced out of the ordinary course of business.

6. The Credits under the Credit Agreement are terminated. The Scotiabank Visa Business Card Agreement aggregate credit limit is reduced to $50,000.00 subject to termination forthwith at any time on notice by the Agent to the Borrower.

7. With the creation of the new Forbearance Period the requirements set out in the first sentence of each of Sections 2.4.2 and 2.4.3 of the Credit Agreement to make principal payments with respect to Credit B and Tranch I of Credit C are continued to be suspended in accordance with Section 7 of the Fifth Amending Agreement.

8. With the creation of the new Forbearance Period, the deferment of the payment of the forbearance fee in the amount of $250,000 referred to in Section 26 of the Fifth Amending Agreement is continued until the end of the new Forbearance Period.

9. With the creation of the new Forbearance Period, the deferment of the payment of the additional amounts of interest and fees owing by you since the Credit Approval Date of December 11, 2008 is continued until the end of the new Forbearance Period.

10. Principal and interest payments due under the Credit Agreement will accrue with payment deferred until the end of the new Forbearance Period whereupon all such payments shall be due and payable in full.

11. Subject to termination of the Temporary Credit at any time by the Agent, Advances under the Temporary Credit are not to exceed $1 million until:

    (a) The Borrower has delivered to the Agent on behalf of the Lenders a commitment by an outside investor acceptable to the Agent on behalf of the Lenders to recapitalize the Borrower in an amount and within a time frame acceptable to the Agent on behalf of the Lenders; or

    (b) The Government of Canada or a government agency delivers to the Borrower or to the Agent on behalf of the Lenders a commitment under the anticipated new program being developed by the Government of Canada to support the Borrower by providing guarantees or other similar support in an amount acceptable to the Agent on behalf of the Lenders.

12. You acknowledge and agree that you have received proper and appropriate demands and declarations of payment of your Obligations and of the Other Secured Obligations and acknowledge and agree that you have received all required notices under all applicable legislation. You waive all notice, time and grace periods under all applicable legislation and consent to the immediate enforcement of the Security.

13. You agree that notwithstanding that further Advances or other accommodation may be made available to you after the date hereof, no further or other declarations, demands, notices or action on the part of the Agent or the Lenders shall be required by you before the Agent and the Lenders shall be entitled to act on the Security.

14. The Borrower agrees to deliver to the Agent on behalf of the Lenders for their review a weekly detailed cash flow forecast for the ensuing rolling two-week period. The first forecast should be delivered by August 24, 2009 and thereafter on Monday of each succeeding week. Expenditures by the Borrower shall be consistent with the forecasts. The Borrower agrees to Ernst & Young Inc.'s continuing to review of the Borrower's business, operations and financial position under your letter to the Agent dated August 6, 2009. Each forecast should be delivered to Ernst & Young Inc. coincident with delivery to the Agent.

15. You agree to continue the reporting requirements required under the Credit Agreement as amended and supplemented to date. In addition, you will keep the Agent on behalf of the Lenders informed on a daily basis as to the progress being made by you with respect to an outside investor and the new Government of Canada program.

16. You agree to the Agent, the Lenders and their advisors having discussions and exchanging information with the relevant provincial and federal governments, crown corporations and agencies about the Borrower and its business with or without the Borrower or its advisors being present.

17. You agree to work cooperatively with the Agent and the Lenders and their advisors to be prepared to initiate action and to respond cooperatively to action initiated by the Lenders including formal insolvency proceedings. This will include preparing all documentation in connection with possible insolvency proceedings including production plans, cash flows, legal documentation and assisting in any divestiture process that will result in a going concern sale or liquidation. Without limiting the foregoing two sentences, you agree to provide the Agent with reasonable notice prior to your initiating any proceedings under the *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36 or similar debtor relief legislation.

18. You agree that if you proceed with any insolvency proceeding of any kind, part of that proceeding will include any outstanding advances under the Temporary Credit being provided with priority over all other of the Borrower's present or future creditors including over any debtor-in-possession financing.

19. Except as expressly provided in this letter, the terms of the Credit Agreement and the other Credit Documents remain in full force and effect without amendment and the Lenders continue to reserve all of their rights thereunder.

Please acknowledge acceptance of this letter by signing and returning a copy of this letter to us on or before 7:00 p.m. Eastern Standard Time, August 25, 2009, failing which this letter will become null and void. This letter may be signed in counterparts and be delivered by facsimile or e-mail, each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By: ____________________
Name: Robert Boomhour
Title: Director

Encl.

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed on the 25th day of August, 2009.

BIG SKY FARMS INC.
for itself and the other Obligors

By: ____________________
Name: CANUTE TAGSETH
Title: CFO

By: ____________________
Name:
Title: D. John LaClare
CEO

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Scotia Capital

September 14, 2009

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer, Fax No. 306-682-5042

Dear Sirs and Mesdames:

We refer to our letter to you of August 25, 2009 in which we demanded payment from you of all Obligations and Other Security Obligations and required that payment be made forthwith.

We are again writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended, to which you and we and the Lenders are parties. The Credit Agreement has been amended by five amending agreements (collectively the "**Credit Agreement**"). Terms used but not defined in this letter have the meanings ascribed to them in the Credit Agreement or in our letter to you of August 25, 2009.

Notwithstanding our demand, in our letter of August 25, 2009 we agreed to forbear taking further steps under the Security on a day-by-day basis until we terminate our forbearance forthwith at any time on notice by the Agent on behalf of the Lenders to the Borrower (the period of forbearance being defined as the "**Forbearance Period**"). In our letter of August 25, 2009, we also agreed subject to the provisions of that letter to provide a Temporary Credit of $2 million dollars with advances under the Temporary Credit not exceeding $1 million dollars until:

(a) The Borrower had delivered to the Agent on behalf of the Lenders a commitment by an outside investor acceptable to the Agent on behalf of the Lenders to recapitalize the Borrower in an amount and within a time frame acceptable to the Agent on behalf of the Lenders; or

(b) The Government of Canada or a government agency delivered to the Borrower or to the Agent on behalf of the Lenders a commitment under the anticipated new program being developed by the Government of Canada to support the Borrower by providing guarantees or other similar support in an amount acceptable to the Agent on behalf of the Lenders.

While you have informed us that you are in continuing discussions with an outside investor who has commenced, or is about to commence, due diligence with respect to the Borrower in connection with a potential investment in the Borrower, no commitment has been made. Further, while we are aware that a new government program will probably be announced shortly to support hog producers such as the Borrower, no commitment has been made by the Government of Canada or a government agency.

You have drawn down the first $1 million dollars of the Temporary Credit and you have informed us that the Borrower is in urgent need to draw down in excess of the first $1 million dollars of the Temporary Credit and you have made a draw request in that regard.

Subject to acceptance by you, the lenders are prepared as a further accommodation to permit the Borrower to draw Advances under the second $1 million dollars of the Temporary Credit and to continue to forbear acting on the Security on the following basis:

1. Our forbearance and the Temporary Credit are subject to the provision of our August 25, 2009 letter.
2. Compliance with paragraph 11 of our August 25, 2009 letter is waived but you will continue to keep the Agent on behalf of the Lenders informed on a daily basis as to the progress being made by you with respect to an outside investor and the new Government of Canada program.

Please acknowledge acceptance of this letter by signing and returning a copy of this letter to us on or before 2:00 p.m. Eastern Daylight Time, September 15, 2009 failing which this letter will become null and void. This letter may be signed in counterparts and be delivered by facsimile or email each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By: ______________________________
Name: Robert Boomhour
Title: Director

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed on the   day of September, 2009.

BIG SKY FARMS INC,
for itself and the other Obligors

By: ____________________
Name: CANUTE TAGSETH
Title: CFO

By: ____________________
Name: CASEY SMIT
Title: CEO

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Scotia Capital

October 15, 2009

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer

Dear Sirs and Mesdames:

We refer to our letter to you of August 25, 2009 in which we demanded payment from you of all Obligations and Other Security Obligations and required that payment be made forthwith.

We are again writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended, to which you and we and the Lenders are parties. The Credit Agreement has been amended by five amending agreements (collectively the "Credit Agreement"). Terms used but not defined in this letter have the meanings ascribed to them in the Credit Agreement or in our letter to you of August 25, 2009.

Notwithstanding our demand, in our letter of August 25, 2009 we agreed to forbear taking further steps under the Security on a day-by-day basis until we terminate our forbearance forthwith at any time on notice by the Agent on behalf of the Lenders to the Borrower (the period of forbearance being defined as the "Forbearance Period"). In our letter of August 25, 2009 as supplemented by our letter to you of September 14, 2009, we also agreed subject to the provisions of those letters to provide a Temporary Credit of $2 million. The Temporary Credit has now been fully drawn.

While you have informed us that you are in continuing discussions with an outside investor who has conducted due diligence with respect to the Borrower in connection with a potential investment in the Borrower, no commitment has been made by such investor. In addition, while the Government of Canada has announced and launched a new program (the "Loan Loss Reserve Program") to support hog producers such as the Borrower by providing loan loss reserve contributions to lenders, no commitment has been made by the Government of Canada to the Agent or any of the financial institutions that are Lenders in this connection. Meanwhile, you have informed us that the Borrower is in urgent need of additional liquidity of $200,000 and have requested that the Temporary Credit be increased by such amount.

Accordingly, subject to acceptance by you, the Lenders are prepared as a further accommodation to (a) increase the Temporary Credit by $200,000, (b) upon receipt by the Agent of a draw request approved by the Lenders, permit the Borrower to draw one Advance of this increased amount under the Temporary Credit and (c) continue to forbear acting on the Security on the following basis:

1. Our forbearance and the Temporary Credit as increased hereunder continues to be subject to the provisions of our August 25, 2009 letter other than paragraph 11 thereof.

2. You will continue to keep the Agent on behalf of the Lenders informed on a daily basis as to the progress being made by you with respect to an outside investor and the existing shareholders.

Please acknowledge acceptance of and agreement with the terms of this letter by signing and returning a copy of this letter to us on or before 5:00 p.m. Eastern Standard Time, October 15, 2009 failing which this letter will become null and void. This letter may be signed in counterparts and be delivered by facsimile or email each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By: ______________________
Name: Robert Boomhour
Title: Director

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed on the 15th day of October, 2009.

BIG SKY FARMS INC.
for itself and the other Obligors

By: ______________________
Name: CANUTE TAGSETH
Title: CFO

By: ______________________
Name: CANDY SMIT
Title: CEO.

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Scotia Capital

October 21, 2009

Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Chief Financial Officer

Dear Sirs and Mesdames:

We refer to our letter to you of August 25, 2009 in which we demanded payment from you of all Obligations and Other Secured Obligations and required that payment be made forthwith.

We are again writing to you in our capacity as Agent under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended, to which you and we and the Lenders are parties. The Credit Agreement has been amended by five amending agreements and supplemented by two letter agreements (collectively the "Credit Agreement"). Terms used but not defined in this letter have the meanings ascribed to them in the Credit Agreement or in our letter to you of August 25, 2009.

Notwithstanding our demand, in our letter of August 25, 2009 we agreed to forbear taking further steps under the Security on a day-by-day basis until we terminate our forbearance forthwith at any time on notice by the Agent on behalf of the Lenders to the Borrower (the period of forbearance being defined as the "Forbearance Period"). In our letter of August 25, 2009 as supplemented by our letters to you of September 14, 2009 and October 15, we also agreed subject to the provisions of those letters to provide a Temporary Credit of $2.2 million. The Temporary Credit is fully drawn.

While you have informed us that you are in continuing discussions with (a) an outside investor who has conducted due diligence with respect to the Borrower in connection with a potential investment in the Borrower, (b) your existing shareholders in connection with further equity investments in the Borrower and (c) the Subordinated Creditors in connection with the conversion of the Subordinated Obligations to common shares in the Borrower, no commitment has been made by such investor, such shareholders or the Subordinated Creditors. In addition, while the Government of Canada has announced and launched a new program to support hog producers such as the Borrower by providing loan loss reserve contributions to lenders, no commitment has been made by the Government of Canada to the Agent on behalf of the Lenders or to any of the financial institutions that are Lenders in this connection. Furthermore, you have informed us that you are considering initiating proceedings under the *Companies' Creditors Arrangements Act* (the "CCAA"). Meanwhile, you have informed us that the Borrower is in urgent need of additional liquidity of up to $1 million and have requested that the Temporary Credit be increased by such amount.

Accordingly, subject to acceptance by you, the Lenders are prepared as a further accommodation to (a) increase the Temporary Credit by $1 million, (b) upon receipt by the Agent of a draw request that has been vetted by Ernst & Young Inc. and approved by the Lenders, permit the Borrower to draw Advances on a weekly basis in the aggregate of up to this increased amount under the Temporary Credit and (c) continue to forbear acting on the Security on the following basis:

1. Our forbearance and the Temporary Credit as increased hereunder continues to be subject to the provisions of our August 25, 2009 letter other than paragraph 11 thereof.

2. Subject to termination of the Temporary Credit as increased hereunder at any time by the Agent, Advances under the Temporary Credit as increased hereunder will only be available if the following conditions are fulfilled and satisfied:

   (a) by no later than 5:00 p.m. Eastern Standard Time, Thursday October 22, 2009 (the "Sign-back Time"):

      (i) the Borrower shall execute and deliver to the Agent a signed copy of this letter; and

      (ii) the Borrower shall deliver to the Agent on behalf of the Lenders a draft of the proposed form of an initial order under the CCAA in respect of the Obligors to be applied for and sought by the Obligors from a court of competent jurisdiction (the "Initial Order");

   (b) before any draw request for an Advance is made, the Borrower shall confirm in writing to the Agent on behalf of the Lenders that the monitor of the Obligors' property and business to be appointed in the Initial Order shall be a Person that is satisfactory to the Lenders; and

   (c) by no later than 5:00 p.m. Eastern Standard Time, Thursday October 29, 2009:

      (i) the Borrower shall deliver to the Agent on behalf of the Lenders a final form of Initial Order that is satisfactory to the Lenders; and

      (ii) the Borrower and the Agent shall execute and deliver a term sheet in connection with a debtor-in-possession financing in connection with the final form of Initial Order on terms and conditions satisfactory to the Lenders.

3. You will continue to keep the Agent on behalf of the Lenders informed on a daily basis as to the progress being made by you with respect to an outside investor, the Subordinated Creditors and the existing shareholders.

Please acknowledge acceptance of and agreement with the terms of this letter by signing and returning a copy of this letter to us on or before the Sign-back Time failing which this letter will become null and void. This letter may be signed in counterparts and be delivered by facsimile or email each of which counterpart taken together shall form one and the same agreement.

Yours very truly,

THE BANK OF NOVA SCOTIA, as Agent

By:

Name: Robert Boomhour
Title: Director

cc: Bank of Montreal
Farm Credit Canada
National Bank of Canada
Borden Ladner Gervais LLP

Accepted and agreed on the 22nd day of October, 2009.

BIG SKY FARMS INC.
for itself and the other Obligors

By:

Name: CANUTE TAGSETH
Title: CFO

By:

Name: CASEY SMIT
Title: CEO

Big Sky Farms Inc.
10333 8th Ave.
P.O. Box 610
Humboldt, SK S0K 2A0
Phone: (306) 682-5041
Fax: (306) 682-5042

October 22, 2009

The Bank of Nova Scotia
Scotia Plaza
40 King Street West
Box 4085, Station "A"
Toronto, Ontario
Canada M5W 2X6

Attention: Bob Boomhour

Dear Sirs:

We enclose a copy of your October 21, 2009 letter executed by Big Sky Farms Inc.

Item 2(a)(ii) on page 2 of your October 21, 2009 letter requires Big Sky Farms Inc. to deliver to the Agent on behalf of the Lenders a proposed form of initial order under the CCAA to be applied for by Big Sky Farms Inc. A proposed form of CCAA initial order was provided to counsel for the Agent yesterday by counsel for Big Sky Farms Inc. If you require an additional copy of the proposed form of CCAA initial order, please let us know.

Item 2(b) on page 2 of your October 21, 2009 letter requires Big Sky Farms Inc. to confirm in writing to the Agent on behalf of the Lenders that the monitor to be appointed in the CCAA initial order shall be a person that is satisfactory to the Lenders.

Big Sky Farms Inc. hereby confirms that the monitor to be appointed in the CCAA initial order shall be Ernst & Young Inc. (which we understand to be a person satisfactory to the Lenders).

This confirmation of the identity of the monitor is delivered to the Agent by Big Sky Farms Inc. based upon the understanding and requirement of Big Sky Farms Inc.:

(a) that Ernst & Young Inc. will be immediately discharged as financial advisor to the Lenders in regard to Big Sky Farms Inc.;

(b) that the individual professional within Ernst & Young Inc. who will actively lead and direct the monitor engagement will be Mr. Kevin Brennan; and

(c) that the personnel within Ernst & Young Inc. who will work on the monitoring engagement will be persons satisfactory to Big Sky Farms Inc.

We trust that this is satisfactory.

Yours truly,

BIG SKY FARMS INC.

Canute Tagseth, Chief Financial Officer