Q.B.G. No. 1461 of 2009

CANADA	)	
PROVINCE OF SASKATCHEWAN	)	

IN THE QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 (the "CCAA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF BIG SKY FARMS INC., DRYCAST SYSTEMS INC. and BIG SKY MANAGEMENT CONSULTING CORP.

ORDER

(Sanction of Plan of Arrangement; Approval of Articles of Reorganization; Postponement of Annual Shareholders' Meetings; Termination of USA; Extension of Stay of Proceedings)

BEFORE THE HONOURABLE	)	ON THURSDAY,
	)	
MR. JUSTICE N.G. GABRIELSON	)	THE 11th DAY
	)	
IN CHAMBERS	)	OF FEBRUARY, 2010.

UPON THE APPLICATION of counsel on behalf of the Applicants, Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, the "**Applicants**" or "**Big Sky**"), **AND UPON** hearing the submissions of Jeffrey M. Lee, counsel for the Applicants; Michael MacNaughton and M. Kim Anderson, counsel for Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada (such four parties hereinafter collectively described as the "**Senior Lenders**"); Gary Meschishnick, Q.C., counsel for the Monitor, Ernst & Young Inc.; and Grant Scharfstein, Q.C., counsel for Golden Opportunities Fund Inc., CIC Asset Management Inc., FCC Ventures, a Division of Farm Credit Canada, Florian Possberg and Cliff Wiegers (such five parties hereinafter collectively described as the "**Sub-Debt Lenders**"); **AND UPON** having read the Notice of Motion of the Applicants dated February 7, 2010; the Fifth Report of the Monitor; the Sixth Supplementary Affidavit of Canute Tagseth sworn on February 7, 2010 (the "**Sixth Supplementary Tagseth Affidavit**"); the Draft Order; the Affidavit of Service of Julie G.

Reid sworn on February 8, 2010, and the pleadings and proceedings had and taken herein, all filed; **AND UPON** being advised of the results of the Creditors' Meeting held on February 8, 2010; and, in particular, the casting of Affirmative Votes by the Required Majority of Creditors of the Affected Creditors Class; **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the Plan;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

1. Words and phrases contained in this Order which begin with capital letters and which are not expressly defined herein shall have the respective meanings ascribed thereto in the Amended and Restated Plan of Compromise and Arrangement of the Applicants dated February 8, 2010 (the "**Plan**").

Validation of Service

2. To the extent (if any) which may be necessary, the time for service of the Notice of Motion commencing this application (together with all of the materials filed in support of this application) shall be and is hereby abridged, such that this application is properly returnable on February 11, 2010 and further service thereof on any other person is hereby dispensed with.

Court Sanction of the Plan of Arrangement

3. The service and delivery of the Notice of Meeting, the Plan, the Information Circular, the Monitor's Recommendation on the Plan and the Proxy and Voting Letter (collectively, the "**Plan and Meeting Documents**"), as such phrases are defined in the Order (Authorizing Filing of Plan of Arrangement and Creditors' Meeting; Extension of Stay) of the Honourable Mr. Justice N.G. Gabrielson issued in these proceedings on January 5, 2010 (the "**Order Authorizing Filing of Plan**"), is hereby approved and there has been good and sufficient service and delivery of the Plan and Meeting Documents.

4. The Plan and Meeting Documents were properly communicated and presented to the Affected Creditors and the Creditors' Meeting was duly convened in accordance with the provisions of the CCAA.

5. The Applicants have acted in good faith and have complied in all material respects with the provisions of the CCAA and with the provisions of previous Orders of the Court within the CCAA Proceedings.

6. The Plan has been agreed to by the Required Majority of Creditors of the Affected Creditors Class, in conformity with section 6 of the CCAA.

7. The Plan is fair, reasonable, in the best interests of the Applicants and the Affected Creditors and is hereby sanctioned and approved pursuant to the provisions of the CCAA, and in particular, section 6 thereof.

8. The Applicants are hereby authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, payments, instruments, releases, asset transfers and other agreements, documents and transactions to be created, completed or entered into in connection with the Plan, including, without limitation:

   (a) all of the corporate and financial transactions contemplated under the Plan;

   (b) the Restructuring Transactions, upon the receipt by the Applicants of the consent of the Senior Secured Lenders; and

   (c) all payments required to be made to Affected Creditors with Proven Distribution Claims.

9. Effective as of the Plan Implementation Date, the Plan and all associated steps, transactions, arrangements, assignments and reorganizations effected thereby are approved, binding and effective as herein set out upon the Applicants, the Affected Creditors and all other Persons (except for the Senior Secured Lenders) and their respective successors and assigns in accordance with the terms of the Plan, and the Applicants will thereupon be released and discharged from all Claims (other than Excluded Claims) and any and all indebtedness, obligations and liabilities, to the extent provided under the Plan.

10. The CCAA Initial Order, and the stay of proceedings against the Applicants provided for therein, is hereby confirmed and extended and shall continue to apply in accordance with its terms, from February 11, 2010 to and including the earlier of:

(a) March 18, 2010; or

(b) one Business Day after the Plan Implementation Date;

whereupon such stay of proceedings will automatically terminate without further Order of this Court.

11. Subject to the Applicants performing their respective obligations under the Plan, and except to the extent expressly contemplated by the Plan or this Order, all executory contracts, obligations, agreements or leases to which the Applicants are a party and which were not terminated or rejected prior to the date of this Order shall be and remain in full force and effect, unamended, notwithstanding the CCAA Proceedings, the Plan and its attendant compromises, and no Person (except for the Senior Secured Lenders) who is a party to such an executory contract, obligation, agreement or lease shall on or following the Plan Implementation Date accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such executory contract, obligation, agreement or lease, by reason:

(a) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;

(b) that the Applicants sought or obtained relief or have taken steps as part of the Plan or under the CCAA or the US Bankruptcy Code;

(c) of any default or event of default arising as a result of the financial condition or insolvency of the Applicants;

(d) of the effect upon the Applicants of the completion of any transactions contemplated under the Plan;

(e) of any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan;

(f) of any change of control of an Applicant arising from the implementation of the Plan; or

(g) the commencement of the CCAA Proceedings and the content of the Plan.

12. From and after the Plan Implementation Date, all Persons (except the Senior Secured Lenders) shall be deemed to have waived any and all defaults then existing, previously committed, or caused by the Applicants, any non-compliance with or breach of or default under any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, instrument, credit document, guarantee, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto (each, an "**Agreement**") existing between such Person (except the Senior Secured Lenders) and the Applicants or any other Person (except the Senior Secured Lenders), and which non-compliance, breach or default is applicable to the Applicants or results from any circumstance or event applicable to the Applicants or its obligations under any Agreement and any and all notices of default and demands for payment under any Agreement shall be deemed to be of no further force or effect.

13. Effective as at 12:01 a.m. (Central Standard Time) on the Plan Implementation Date, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan in its entirety. In particular, each Affected Creditor shall be deemed on their own behalf and on behalf of their respective heirs, executors, administrators, successors and assigns, for all purposes:

(a) to have executed and delivered to the Applicants all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

(b) to have waived any default by the Applicants in regard to any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor and the Applicants that occurred on or prior to the Plan Implementation Date;

(c) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditors and the Applicants as at the Plan Implementation Date (other than those entered into by the Applicants on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly); and

(d) to have released, absolutely and in their entirety, all Claims against the Applicants and any current or former directors, officers, employees, counsel and advisors of the Applicants in accordance with the provisions of Article XI of the Plan.

14. Notwithstanding any of the terms of the Plan or this Order, the Applicants shall not be released or discharged from their obligations in respect of Excluded Claims.

15. For all purposes (including, without limitation, for purposes of Canadian generally accepted accounting principles), effective as at the date of the filing with the Court by the Monitor of the Monitor's Distribution Funding Payments Receipt Certificate, any and all Affected Claims against the Applicants of any nature are hereby compromised, discharged and released in accordance with the Plan, and the ability of any Person to proceed against the Applicants in respect of or relating to any Affected Claims is forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims.

16. All liens, including all security registrations against the Applicants, in favour of any Affected Creditor in respect of an Affected Claim are hereby discharged and extinguished.

17. All liens, including all security registrations against the Applicants, in favour of any Affected Creditor in respect of a Disputed Claim are hereby discharged and extinguished.

18. At any time on or after the Plan Implementation Date, the Applicants are authorized to complete any steps, including but not limited to the preparation, execution and filing of necessary documentation, required to effect the discharge of any registration made against the Applicants by an Affected Creditor in respect of an Affected Claim and by any Affected Creditor in respect of a Disputed Claim.

19. Except for the Excluded Claims, any Pre-Filing Claims and Subsequent Claims in respect of which a proof of claim has not been filed by the Claims Bar Date or the Subsequent Claims Bar Date, as applicable, or if filed, has not been pursued in accordance with the provisions of the Claims Process Order, shall, upon the Plan Implementation Date, be forever barred and extinguished.

20. The commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any party in whose favour a release is or has been granted pursuant to Article XI of the Plan is hereby stayed.

21. The Monitor is authorized to perform its functions and to fulfill its obligations under the Plan to facilitate implementation of the Plan.

22. The appointment of the Claims Officer shall cease at the Effective Time, except with respect to any matters to be completed by the Claims Officer pursuant to the Claims Process Order and the Plan after the Effective Time (including, without limitation, the resolution of the Disputed Claims), unless otherwise agreed between the Claims Officer, the Applicants and the Monitor.

23. Notwithstanding the pendency of the CCAA Proceedings and the declarations of insolvency made therein, the Plan and the compromises thereunder, the terms of this Order, and the provisions of any federal or provincial statute, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or

contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances, reviewable transactions, transfers at under value or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise nor shall they constitute conduct which is oppressive, which is unfairly prejudicial to, or which unfairly disregards the interests of, any past or present director, officer or shareholder of the Applicants.

24. Claims secured by the Administration Charge and the Directors' Charge shall not be affected or compromised by the Plan or this Order. The Administration Charge and the Directors' Charge shall be released and discharged effective on the Plan Implementation Date.

25. Upon the filing with this Court by the Monitor of the Monitor's Discharge Certificate, Ernst & Young Inc., having then fulfilled its duties as Monitor of the Applicants pursuant to the terms of the CCAA Initial Order, shall thereupon (without further Order of the Court) be discharged from its duties as set forth in the CCAA Initial Order, any subsequent Orders within the CCAA Proceedings and the CCAA, save and except for administrative matters that may subsequently arise from time to time.

26. Upon the discharge of the Monitor, as contemplated by paragraph 25 hereof, any and all claims against the Monitor or in connection with the performance by the Monitor of its duties as such shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof.

Approval of Articles of Reorganization

27. The proposed Articles of Reorganization of Big Sky Farms Inc. comprising Exhibit "B" to the Sixth Supplementary Tagseth Affidavit (the "**Big Sky Articles of Reorganization**") shall be and are hereby approved, ratified and confirmed and shall become legally effective on the Plan Implementation Date and Big Sky shall be authorized and directed to file the Articles of Reorganization with the Authorized Authority.

Postponement of Annual Shareholders' Meetings

28. Pursuant to section 138 of *The Business Corporations Act*, R.S.S. 1978, c. B-10, the Applicants shall be permitted to postpone convening meetings of their respective shareholders until a date on or before June 30, 2010.

Termination of Unanimous Shareholders Agreement

29. The existing Unanimous Shareholders Agreement entered into between the shareholders of Big Sky Farms Inc. shall be and is hereby declared terminated and of no further force or effect.

General

30. Leave is granted to the Applicants, the Monitor, the Senior Secured Lenders and to any Person affected by this Order to apply for advice or direction as to the enforcement or carrying out of any aspect of this Order, provided that no provision of this Order shall be construed so as to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Plan.

31. Pursuant to section 16 of the CCAA, this Order shall have full force and effect in all provinces and territories of Canada. This Honourable Court hereby requests the aid and recognition of any court, any tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, judicial, regulatory and administrative bodies are hereby respectfully requested:

(a) to make such orders and to provide such assistance to the Applicants and the Monitor (as an officer of this Court) as may be necessary or desirable to give effect to this Order;

(b) to grant representative status to the Monitor in any foreign proceeding; and

(c) to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

32. Service of this Order shall only be required to be made upon those parties on the Service List attached to the Notice of Motion of the Applicants commencing this application and those additional parties (if any) in attendance at the hearing of this application and shall be dispensed with as against all or any other parties.

ISSUED at Saskatoon, Saskatchewan this _____ day of February, 2010.

____
(Deputy) Local Registrar

This Order was delivered by:

MacPHERSON LESLIE & TYERMAN LLP
Lawyers
1500, 410 - 22nd Street East
Saskatoon, Saskatchewan S7K 5T6

whose address for service is same as above.
Lawyer in charge of file: Jeffrey M. Lee
Telephone Number: (306) 975-7100
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