I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL.
Illa M. Knudsen
ILLA M. KNUDSEN
DY. LOCAL REGISTRAR

Q.B. 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, AS AMENDED (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.

INITIAL ORDER

BEFORE THE HONOURABLE	)	ON TUESDAY,
MR. JUSTICE N.G. GABRIELSON	)	THE 10th DAY
IN CHAMBERS	)	OF NOVEMBER, 2009

UPON THE *EX PARTE* 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 Jeffrey M. Lee, counsel for the Applicants, Michael MacNaughton, counsel for Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada (such four entities hereinafter collectively described as the "Senior Lenders"), Gary Meschishnick, counsel for the proposed 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, and upon hearing read the Memorandum to the Presiding Judge on Behalf of the Applicants dated October 29, 2009; the Affidavit of Canute Tagseth sworn on October 29, 2009; the Supplementary Affidavit of Canute Tagseth sworn on November 2, 2009; the Affidavit of Kevin Brennan sworn on October 29, 2009; the Affidavit of Sean MacNeil sworn on November

9, 2009; the Affidavit of Ulrich Felbermayr sworn on November 9, 2009; the Affidavit of Neil Stride sworn on November 9, 2009; the Consent of the Proposed Monitor, Ernst & Young Inc.; the Brief of Law on Behalf of the Applicants; and the Draft Order, all filed, and upon being advised that the secured creditors who are likely to be affected by the charges created herein were given notice of this application:

IT IS HEREBY ORDERED, ADJUDGED, AND DECLARED THAT:

TERM OF ORDER

1. The hearing of the application on this proceeding shall be held at the Court House situated at 520 Spadina Crescent East, Saskatoon, Saskatchewan, at ~~10:00~~ 9:00 o'clock o'clock in the forenoon on the ~~[NTD: DATE]~~ 9th day of ~~November~~ December, 2009. All of the relief provided for in the subsequent paragraphs of this Order is granted to the Applicants on an interim basis only, and the relief made in the subsequent paragraphs will expire at 11:59 p.m. Central Standard Time on Thursday, the 10th day of December, 2009, unless extended by this Court.

APPLICATION

2. The Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. The Applicants and the Senior Lenders shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan") in accordance with the CCAA.

4. The Applicants shall:

(a) by no later than 4:00 p.m. (Central Standard Time) on November 30, 2009, have developed a plan of compromise and recapitalization with committed funding in an amount that is, and which plan is on terms and conditions that are, acceptable to the Senior Lenders (the "Subject Plan"); and

(b) by no later than 4:00 p.m. (Central Standard Time) on December 2, 2009, cause the Subject Plan to be filed with the Court.

POSSESSION OF PROPERTY AND OPERATIONS

5. The Applicants shall remain in possession and control of their current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain, employ, and pay the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain, employ, and pay such further Assistants as they deem reasonably necessary or desirable, all in the ordinary course of business or for the carrying out of the terms of this Order.

6. The Applicants shall be entitled, but not required, to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, contributions to pension plans, vacation pay, bonuses, expenses and payments to lease operators who exclusively provide truck transportation services to the Applicants by transporting trailers owned by the Applicants ("Big Sky Trailers") with trucks owned by such lease operators ("Lease Operator Trucks") in circumstances where the Applicants pay for the licensing and insurance of both the Big Sky Trailers and the Lease Operator Trucks (the "Lease Operators")

(i) that are payable after the date of this Order;

(ii) subject to the Cash Flow Budget (as defined in the Commitment Letter referred to in paragraph 37 of this Order); and

(iii) in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. Except as otherwise provided to the contrary herein, and subject to the Commitment Letter and the Cash Flow Budget, the Applicants shall be entitled, but not required, to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants.

8. The Applicants shall, in accordance with legal requirements, remit or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

9. Until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to a landlord under a lease) or as otherwise may be negotiated by the Applicants from time to time ("Rent"), for the period commencing from and including the date of this Order, bi-weekly, in advance (but not in arrears).

10. Except as specifically permitted herein, the Applicants are hereby precluded and enjoined, until further Order of this Court, from:

(a) making any payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Order, save and except for circumstances in which the Applicants remit the proceeds of sale of redundant or non-material assets to Bank of Nova Scotia, as administrative agent for the Senior Lenders under the Third Amended and Restated Credit Agreement dated as of July 14, 2006, as amended and supplemented (the "Administrative Agent" and the "Credit Agreement", respectively) as a result of sales carried out in accordance with paragraphs 11(c) and 11(d) of this Order;

(b) granting any security interests, trusts, mortgages (or other real property interests), liens, charges, or encumbrances upon or in respect of any of their Property; and

(c) granting credit or incurring liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. The Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Lenders' Documents (as hereinafter defined), if any, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their Business or operations;

(b) sell their assets in the ordinary course of their Business;

(c) dispose of (by sale or otherwise) redundant or non-material assets not exceeding $100,000.00 in any one transaction or $400,000.00 in the aggregate under a series of connected transactions;

(d) dispose of (by sale or otherwise) redundant or non-material assets not authorized by paragraph 11(c) of this Order only with the approval of the Court;

(e) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;

(f) pursue all avenues of refinancing of their Business or Property, subject to prior approval of this Court being obtained before any material refinancing is undertaken,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, then from and after the date on which the Applicants deliver to the applicable landlord notice of their intention to disclaim or resiliate such lease, they shall not be

required to pay Rent under such lease pending resolution of any such dispute, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. If a lease is disclaimed or resiliated by the Applicants in accordance with section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

14. Subject to the other provisions of this Order (including the payment of Rent as herein provided) and any further Order of this Court, the Applicants shall be permitted to dispose of any or all of the Property located (or formerly located) at such leased premises without any interference of any kind from landlords (notwithstanding the terms of any leases) and, for greater certainty, the Applicants shall have the right to realize upon the Property and other assets in such manner and at such locations, including leased premises, as they deem suitable or desirable for the purpose of maximizing the proceeds and recovery therefrom.

NO PROCEEDING AGAINST THE APPLICANTS OR THE PROPERTY

15. Until and including the 10th day of December, 2009 or such later date as this Court may order (the "Stay Period"), no proceeding ("Proceeding") or enforcement process ("Enforcement") in any court or tribunal shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants, the Administrative Agent and the Monitor, or with leave of this Court and any or all Enforcements or Proceedings currently underway against or in respect

of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on; (b) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment; (c) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (d) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Applicants.

NO INTERFERENCE WITH RIGHTS

17. During the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. During the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, utility services, goods and services provided by the Lease Operators~~, the Local Area Grain Farmers and the Environmental Contractor~~ or other services to the Business or the Applicants, are hereby restrained until further Order of this

Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation after the making of this Order to provide goods or services on credit or to provide further advances of money or credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

20. Notwithstanding anything else contained herein, the Senior Lenders and the Administrative Agent shall be treated as unaffected creditors in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* (the "BIA"), and subject to the terms of any agreement among the Senior Lenders, the Administrative Agent and the Applicants, the Senior Lenders and the Administrative Agent shall be entitled, upon the occurrence of an event of default under the DIP Documents (as hereinafter defined), to exercise their rights and remedies under or in connection with the Credit Agreement and all security granted by any of the Applicants in connection therewith (the "Senior Lenders' Security") on the same terms as the DIP Lenders (as hereinafter defined) may enforce the DIP Lenders' Charge (as hereinafter defined) pursuant to paragraph 40 hereof.

21. Notwithstanding anything else contained herein, all floating charges granted by any of the Applicants to the Senior Lenders or the Administrative Agent prior to the date of this Order

that form part of the Senior Lenders' Security shall be crystallized, and shall be deemed crystallized, effective for all purposes immediately prior to the granting of this Order.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, or by further order of this Court, no Proceeding or Enforcement may be commenced or continued against any one or more of the former, current or future directors or officers of the Applicants (the "Past and Present Directors") with respect to any claim against any one or more of the Past and Present Directors which arose before the date hereof in regard to or in respect of:

(a) claims involving acts or omissions of those individuals in their capacity as directors or officers or in any way related to matters arising from their role or status as directors or officers;

(b) claims in any way related to any matters arising from the appointment of any one or more of the Past and Present Directors by or on behalf of the Applicants to any corporation, partnership or venture, including their appointment or election by or on behalf of the Applicants to any other board of directors or other governing body or committee;

(c) derivative rights of the Applicants against any one or more of the Past and Present Directors; or

(d) claims by former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicants involving acts or omissions of any one or more of the Past and Present Directors which are alleged to be oppressive, or unfairly prejudicial to, or which are alleged to unfairly disregard the interests of, former, current or future shareholders of the Applicants or former, current or future directors or officers of the Applicant,

until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. The Applicants shall indemnify each of their current directors (their "Current Directors" or "Current Director", as the context may require) and officers (their "Current Officers" or "Current Officer", as the context may require) on a joint and several basis from and against:

(a) all costs (including, without limitation, defence costs), claims, charges, expenses, liabilities and obligations of any nature whatsoever actually incurred after the making of this Order by any one or more of its Current Directors and Current Officers that may arise as a result of:

(i) his or her position or involvement with the Applicants from and after the date of this Order (including without limitation any amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding, or an action by or on behalf of the Applicants to procure a judgment in favour of the Applicants, to which such Current Director and Current Officer may be made a party by reason of being or having been a Current Director or Current Officer or person that manages the business of the Applicants);

(ii) any sale of all or part of the Property; or

(iii) the Plan or Plans,

provided that such Current Director and Current Officer:

(aa) acted honestly and in good faith with a view to the best interests of the Applicants; and

(bb) in the case of a criminal or administrative action, had reasonable grounds for believing that his or her conduct was lawful;

except to the extent that such Current Director and Current Officer has participated in the breach of any fiduciary duty; has engaged in willful misconduct; or has been grossly negligent;

(b) all costs, claims, charges, expenses, liabilities and obligations that any one or more of the Current Directors or Current Officers sustain or incur from and after the date of this Order (including, without limitation, legal costs on a solicitor and client basis) relating to the failure of the Applicants to make any payments in respect of which such Current Directors or Current Officers may be liable under any law in his or her capacity as such Current Director or Current Officer, including without limitation, payments in respect of wages and other amounts owing to employees, except to the extent that such Current Director or Current Officer has participated in the breach of any fiduciary duty; has engaged in willful misconduct, or has been grossly negligent,

but this paragraph shall not constitute a contract of insurance and shall not constitute "other valid and collectible insurance" as this term may be used in any existing policy of insurance issued in favour of the Applicants or any one or more of the Current Directors and Current Officers. For greater certainty, the indemnity granted by the Applicants to the Current Directors and Current Officers: (a) shall only apply and extend to any claims, obligations or liabilities incurred from or after the date of this Order; and (b) (without limiting the generality of the foregoing) shall only extend to liability for annual holiday pay, public holiday pay, vacation pay, severance pay or termination pay to the extent (if any) permitted by section 11.51 of the CCAA.

24. As security for the obligations of the Applicants pursuant to the indemnities in favour of the Current Directors and Current Officers described in paragraph 23 hereof, such Current Directors and Current Officers are collectively granted a mortgage, charge, lien and security interest in and against any and all of the Property, to a maximum aggregate amount of $2,000,000.00 (the "Directors' Charge"). The Directors' Charge shall have the priority set out in paragraphs 42 and 45 hereof. The amount of the Directors' Charge shall be reduced, dollar for dollar, by any amount paid to or for the benefit of employees or others (or their subrogees) pursuant to subsection 36(7) of the CCAA or sections 81.3, 81.4, 81.5 or 81.6 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

25. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) the current Directors and the current Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

APPOINTMENT OF MONITOR

26. Ernst & Young Inc. of Vancouver, British Columbia (the "Monitor") is hereby appointed pursuant to the CCAA, as an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations, including providing the Monitor with access to such books, records, assets and premises of the Applicants as the Monitor requires, and shall provide the Monitor with the assistance necessary to adequately carry out the Monitor's functions.

27. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lenders (as hereinafter defined), the Senior Lenders and their counsel, of financial and other information in accordance with the DIP Documents (as hereinafter defined);

(b) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lenders and the Senior Lenders, which information shall be reviewed by the Monitor and delivered to the DIP Lenders, the Senior Lenders and their counsel on a periodic basis, in accordance with the DIP Documents;

(c) monitor the Applicants' receipts and disbursements;

(d) report to this Court at such times and intervals as the Monitor may deem appropriate or as this Court may direct with respect to matters relating to the Property, the Business, the reasonableness of the Applicants' cash flow statements, the reasonableness and fairness of any compromise or arrangement that is proposed between the Applicants and their creditors and such other matters as may be relevant to these proceedings;

(e) advise the Applicants in their development of the Plan and any amendments to the Plan;

(f) advise the Applicants, to the extent required by the Applicants, regarding the holding and administering of creditors' and shareholders' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents, of the Applicants to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order and by this Court from time to time.

28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. Nothing herein contained shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. The Monitor shall provide any creditor of the Applicants and the DIP Lenders with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of the Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

32. The Monitor, legal counsel to the Monitor and legal counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, legal counsel to the Monitor and legal counsel to the Applicants on a bi-weekly basis.

33. The Monitor, legal counsel to the Monitor and legal counsel to the Applicants may render accounts on a periodic basis and the Applicants shall pay such accounts when rendered, subject to any final assessments and taxations ordered by this Court.

34. The Monitor, legal counsel to the Monitor and legal counsel to the Applicants shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $500,000, as security for their reasonable professional fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 42 and 45 hereof.

35. The appointment of the Monitor by this Order shall not constitute the Monitor an employer or a successor employer or payor for any purpose, including (without limitation) pensions or benefits or any legislation governing employment or labour standards or pension benefits or health and safety or any other statute, regulation, rule of law or rule of equity.

DIP FINANCING

36. The Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the "DIP Credit Facility") from the Senior Lenders (the "DIP Lenders") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $6,300,000.00 unless permitted by further Order of this Court.

37. The DIP Credit Facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicants and the DIP Lenders dated as of November 6, 2009 (the "Commitment Letter"), filed. The execution by the Applicants of the Commitment Letter is hereby authorized and approved, and the Commitment Letter is hereby approved.

38. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the Commitment Letter, the "DIP Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the DIP Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

39. The DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "DIP Lenders' Charge") on the Property, which charge shall not exceed the aggregate amount owed to the DIP Lenders under the DIP Documents. The DIP Lenders' Charge shall have the priority set out in paragraphs 42 and 45 hereof.

40. Notwithstanding any other provision of this Order:

(a) the DIP Lenders may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the DIP Lenders' Charge or any of the DIP Documents;

(b) subject to subparagraph 40(c) hereof, upon the occurrence of an event of default under the DIP Documents or the DIP Lenders' Charge, in advance of the exercise of any or all of their rights and remedies against the Applicants or the Property under or pursuant to the DIP Documents and the DIP Lenders' Charge (the "DIP Lenders' Remedies"), the DIP Lenders shall apply to the Court for leave to exercise such DIP Lenders' Remedies, including (without limitation) to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the Applicants and for the appointment of a trustee in bankruptcy of any of the Applicants;

(c) upon the occurrence of an event of default under the DIP Documents or the DIP Lenders' Charge, the DIP Lenders shall be at liberty, without Court Order, but after first providing the Applicants with 48 hours' written notice of their intention to do so, to set off and/or consolidate any amounts owing by the DIP Lenders to the Applicants against the obligations of the Applicants to the DIP Lenders under the DIP Documents or the DIP Lenders' Charge and to seize and retain proceeds from the sale of the Property and the cash flow of the Applicants to repay amounts owing to the DIP Lenders in accordance with the DIP Documents and the DIP Lenders' Charge, but subject to the priorities as set out in paragraphs 42 and 45 of this Order; and

(d) the foregoing rights and remedies of the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any of the Applicants or the Property.

41. The DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the BIA, with respect to any advances made under the DIP Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

42. The priorities of the Directors' Charge, the Administration Charge and the DIP Lenders' Charge (collectively the "Charges"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000.00);

Second – DIP Lenders' Charge (to the maximum amount of $6,300,000.00); and

Third – Directors' Charge (to the maximum amount of $2,000,000.00).

43. If the Persons sharing in the benefit of one of the Charges (the "Chargees") have claims that, in the aggregate, exceed the maximum authorized amount of that Charge, such Chargees shall share in the benefit of that Charge (as between themselves) on a *pro rata* basis to the maximum aggregate authorized amount of such Charge.

44. The filing, registration or perfection of each of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or

interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

45. Each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, real property interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

46. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that purports to rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lenders and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

47. The Charges and the DIP Lenders' Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Charges and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) as amended from time to time (the "BIA"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; (e) any Order setting aside these proceedings *nunc pro tunc* where services have been provided by those parties covered by the Administration Charge in furtherance of the terms of this Order; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Lenders' Documents shall create or be deemed to constitute a breach by the Applicants of any Agreement to which they are a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges or the entering into, execution, delivery or performance of the DIP Lenders' Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Lenders' Documents and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

48. The Monitor shall (i) without delay, publish in the *Saskatoon StarPhoenix*, *Regina Leader-Post* and *Winnipeg Free Press* newspapers a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than $1,000.00 in the form attached as Schedule A to this Order (the "Notice to Creditor"), and (C) prepare a list showing the names and addresses of those creditors and the estimated amount of those claims (the "Creditor List"), and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The Notice to Creditor shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.

49. Every Person who is sent a Notice to Creditor pursuant to paragraph 50 hereof, and who requires notice in respect of any or all further proceedings in this matter shall provide to counsel for each of the Monitor and the Applicants, by electronic mail or facsimile, a demand for notice of such proceedings, which demand for notice shall be in the form provided in the attached Schedule "C" to this Order (the "Demand for Notice") and shall contain an electronic mail address or a facsimile number to which such Person has elected that further notice of these proceedings may be served on such Person. The failure of any Person to forward a Demand for Notice by electronic mail or facsimile to counsel for each of the Monitor and the Applicants hereby releases the Monitor and the Applicants or any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these

proceedings to any such Person until such time as a properly completed Demand for Notice is received by each of the counsel for the Monitor and the Applicants from such Person.

50. The Monitor shall send the Notice to Creditor accompanied by Schedules "B" and "C", to the Applicants' creditors or other interested Persons at their respective addresses as last shown on the records of the Applicants. Any Notice to Creditor provided by personal delivery shall be deemed to be effected on the date of delivery; any Notice to Creditor provided by facsimile or other means of electronic transmission shall be deemed to be effected on the date of transmission; any Notice to Creditor provided by courier shall be deemed to be effected on the next business day following the date of forwarding thereof; any Notice to Creditor provided by ordinary mail shall be deemed to be effected on the third business day after mailing.

51. From the Demands For Notice received pursuant to paragraph 49 of this Order, the Monitor shall prepare and keep current a Service List (the "Service List") containing the name, address, telephone and fax or email contact information of the Applicants, the Monitor and each creditor or interested Person filing a Demand for Notice. The Service List shall indicate the manner that those on the Service List have elected to be served.

52. The Creditor List and the Service List shall be posted by the Monitor on the following website: www.ey.com/ca/bigskyfarms and each list shall contain a statement as to when it was last updated.

53. Other than this Order as accompanied by Schedules "A", "B" and "C", the Applicants, the Monitor or any interested Person may serve any court materials, orders, notices, reports or correspondence in these proceedings in the manner indicated on the Service List, in which case the document shall be deemed to be received the next business day following the date of forwarding.

54. Where by the nature of the matter before the Court it is appropriate to serve Persons that are not on the Service List, the Applicants, the Monitor or any interested Person may serve court materials, orders, notices, reports or correspondence as follows:

(a) if the Person is listed on the Creditor List, by courier, personal delivery or ordinary mail at the address shown on the Creditor List in which case service by personal delivery shall be deemed to be effected on the date of delivery; service by courier shall be deemed to be effected on the next business day following the date of forwarding; or service by ordinary mail shall be deemed to be effected on the third business day after mailing;

(b) if the Person is not listed on the Creditor List, by service effected in accordance with the Rules of the Court of Queen's Bench of Saskatchewan.

55. Other than this Order and notices of motion, service of any other court materials shall be deemed to have been effected if such materials are posted on the following website: www.ey.com/ca/bigskyfarms and notice (the "Notice") is given to those being served that the document may be obtained from that website. Service of the documents described in the Notice shall be effective on the day that service of the Notice is effected. Service of such Notice may be made and shall be effected as provided in paragraphs 50 and 51 of this Order.

56. Any party filing material with the Court in these proceedings may request of the Monitor and the Monitor shall (so long as it is received in an unalterable electronic postable format) post such material to the website listed in paragraph 55 of this Order within 2 business days of receipt.

GENERAL

57. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

58. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

59. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, 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, regulatory and administrative bodies are hereby respectfully requested:

(a) to make such orders and to provide such assistance to the Applicants and to 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 and the Monitor and their respective agents in carrying out the terms of this Order.

60. Each of the Applicants and the Monitor shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and the Monitor is authorized and empowered to act as a representative in respect of these proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

61. Any interested Person (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

62. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

63. The Applicants shall not apply for relief under the *Farm Debt Mediation Act* (Canada) without first obtaining leave of the Court to do so, with any application by the Applicants for such leave to be commenced on three clear days' notice to Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada.

64. This Order and all of its provisions are effective as of 12:01 a.m. Central Standard Time on the date of the issuance of this Order.

ISSUED at Saskatoon, Saskatchewan, this 10th day of November, 2009.

ILLA M. KNUDSEN
DY. LOCAL REGISTRAR
(Deputy) Local Registrar

"Seal"

TAKE NOTICE that every order made without notice to a respondent or a person affected by the order, except where such order is consented to by a respondent or a person affected by the order, or is otherwise authorized by law, *may* be set aside or varied on application to the court. You should consult your solicitor as to your rights.

This Order was delivered by:

MacPherson Leslie & Tyerman LLP
Lawyers
1500, 410 - 22nd Street East
Saskatoon, Saskatchewan
S7K 5T6

Attention: Jeffrey M. Lee
Telephone Number: (306) 975-7100
Fax Number: (306) 975-7145
Email: jmlee@mlt.com

SCHEDULE “A”

Q.B. No. ____ 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, AS AMENDED (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.

NOTICE TO CREDITOR

Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, “Big Sky”) have obtained an *Ex Parte* Order of the Court of Queen’s Bench for Saskatchewan under the *Companies’ Creditors Arrangement Act* (the “Order”).

You are being provided with notice of the Order because you are a creditor of Big Sky or the Order may affect your rights.

A copy of the Order is publicly available. It may be accessed at the following website:

www.ey.com/ca/bigskyfarms

The following documents if and when filed with the Court will also be posted and may be accessed on this website:

- Reports of the Monitor, including exhibits, and cash-flow statements, other that those- or any part of them- that are subject to a court order prohibiting there release to the public.
- Proposed compromises or arrangements, including amendments to them.
- Court Orders.
- Written communications and notifications that the Monitor sends to all creditors.

SCHEDULE "B"
COVER LETTER

[Date]

TO: [NAME AND ADDRESS OF CREDITOR OR INTERESTED PARTY]

RE: IN THE MATTER OF AN EX PARTE ORDER UNDER **THE *COMPANIES' CREDITORS ARRANGEMENT ACT*** OBTAINED BY BIG SKY FARMS INC.

Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. ("Big Sky") have obtained an Ex Parte Order of the Court of Queen's Bench for Saskatchewan under the **Companies' Creditors Arrangement Act** (the "Order").

A Notice to Creditor is attached to this letter. It contains important information.

If you would like to receive notice of all further proceedings in relation to this matter, please complete the Demand for Notice which is also attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Big Sky Farms Inc., Drycast Systems Inc. and
   Big Sky Management Consulting Corp.
   c/o MacPherson Leslie & Tyerman LLP
   1500, 410 - 22nd Street East
   Saskatoon, Saskatchewan
   S7K 5T6

   Attention: Jeffrey M. Lee
   Telephone Number: (306) 975-7100
   Fax Number: (306) 975-7145
   Email: jmlee@mlt.com:

2. Ernst & Young Inc.
   c/o Wallace Meschishnick Clackson Zawada LPC
   901-119 4th Ave South
   Saskatoon, Saskatchewan
   S7K 5X2

   Attention: Gary Meschishnick, Q.C.
   Telephone Number: (306) 659-1226
   Fax Number: (306) 933-2006
   Email: gary.meschishnick@wmcz.com

<u>If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you request further notice of the proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.</u>

Yours truly,

SCHEDULE "C"

Q.B. No. ____ of 2009

C A N A D A
PROVINCE OF SASKATCHEWAN

IN THE COURT OF QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENTS ACT*, R.S.C. 1985, c. C-36, AS AMENDED (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.

DEMAND FOR NOTICE

TO:

Big Sky Farms Inc., Drycast Systems Inc. & Big Sky Management Consulting Corp. c/o MacPherson Leslie & Tyerman LLP Lawyers 1500, 410 - 22nd Street East Saskatoon, Saskatchewan S7K 5T6 Attention: Jeffrey M. Lee Fax Number: (306) 975-7145 Email: jmlee@mlt.com:	Ernst & Young Inc. c/o Wallace Meschishnick Clackson Zawada LPC 901-119 4th Ave South Saskatoon, Saskatchewan S7K 5X2 Attention: Gary Meschishnick, Q.C. Fax Number: (306) 933-2006 Email: gary.meschishnick@wmcz.com

I hereby request that notice of all further proceedings on this matter be served on me and hereby elect that service may be effected on me in the following manner: **[Please select either (a) or (b), but not both.]**

(a) by email, at the following email address:
____________________________, or

(b) by facsimile, at the following facsimile number:
____________________________.

Signature: ____________________
Name of Creditor: ____________________
Address of Creditor: ____________________
____

Phone Number: ____________________