

**DUPLICATE
ORIGINAL**

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.

APPLICANTS

BEFORE THE HONOURABLE	)	ON WEDNESDAY,
	)	
MR. JUSTICE N.G. GABRIELSON	)	THE 9 TH DAY OF
	)	
IN CHAMBERS	)	DECEMBER, 2009

ORDER
(Claims Process)

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 read the Notice of Motion of the Applicants dated December 4, 2009; the Second Supplementary Affidavit of Canute Tagseth sworn on December 4, 2009; the First Report of the Monitor; the Draft Order; and the *Ex Parte* Initial Order of the Honourable Mr. Justice N.G. Gabrielson granted on November 10, 2009 (the "**Initial Order**") and the Affidavit of Service of Julie G. Reid sworn December 8, 2009, all filed, and upon hearing counsel for the Applicants, the Monitor and for any other parties who may be present:

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 otherwise expressly defined herein shall have the respective meanings ascribed

thereto in the attached Schedule "A" for determining claims of Creditors (the "**Claims Process**").

2. Except as expressly amended by the terms of this Order, the Initial Order (as amended by the *Ex Parte* Order of the Honourable Mr. Justice Gabrielson dated and issued in these proceedings on December 1, 2009) shall continue in full force and effect in accordance with its terms.

Notice and Service

3. The time for service of the Notice of Motion commencing this application (together with the materials filed in support of this application) shall be and is hereby abridged, such that this application is properly returnable on December 9, 2009 and further service thereof on any other person is hereby dispensed with.

Approval of Claims Process

4. The claims process set forth in the attached Schedule "A" for determining claims of Creditors (the "**Claims Process**") is hereby approved, and the Applicants, in consultation with the Monitor, shall be and are hereby authorized and directed to implement the Claims Process.
5. The forms of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute, Admission Notice and Newspaper Notice as respectively set forth in the attached Schedule "B", Schedule "C", Schedule "D", Schedule "E", Schedule "F" and Schedule "G" to this Order, respectively, shall be and are hereby approved.

Claims Bar

6. Any Creditor who fails, on or before the Claims Bar Date, to file a Proof of Claim in respect of a Pre-Filing Claim in accordance with this Order and the Claims Process, shall, absent further Order of the Court to the contrary:
 - (a) be forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim (or filing a Proof of Claim with respect to such Pre-Filing

Claim) against the Applicants and such Pre-Filing Claim shall be forever extinguished; and

(b) not be entitled to receive further notice in these proceedings.

7. Any Creditor who fails, on or before the Subsequent Claims Bar Date, to file a Proof of Claim in respect of a Subsequent Claim in accordance with this Order and the Claims Process, shall, absent further Order of the Court to the contrary:

(a) be forever barred, estopped and enjoined from asserting or enforcing any such Subsequent Claim (or filing a Proof of Claim with respect to such Subsequent Claim) against the Applicants and such Subsequent Claim shall be forever extinguished; and

(b) not be entitled to receive further notice in these proceedings.

Notice Sufficient

8. The publication of the Newspaper Notice and the mailing to the Creditors of the Claims Package in accordance with the Claims Process and the requirements of this Order shall constitute good and sufficient service and delivery of (i) notice of this Order, (ii) the Claims Bar Date and (iii) the Subsequent Claims Bar Date, on all Persons who may be entitled to receive notice of same and who may wish to assert Pre-Filing Claims or Subsequent Claims and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

Filing of Proofs of Claim

9. A Proof of Claim shall be deemed to have been filed in a timely manner only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually have been received by the Applicants on or before the Bar Date applicable to such Proof of Claim.

Notice of Transferees

10. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the Applicants, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim transfers or assigns that Pre-Filing Claim or Subsequent Claim to another Person, neither the Applicants nor the Monitor shall be required to give notice to or to otherwise deal with the transferee or assignee of the Pre-Filing Claim or Subsequent Claim as the holder of such Pre-Filing Claim or Subsequent Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Applicants and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Pre-Filing Claim or Subsequent Claim and shall be bound by notices given and steps taken in respect of such Pre-Filing Claim or Subsequent Claim in accordance with the provisions of this Order.
11. If a Creditor or any subsequent holder of a Pre-Filing Claim or Subsequent Claim who has been acknowledged by the Applicants, with the consent of the Monitor, as the holder of the Pre-Filing Claim or Subsequent Claim transfers or assigns the whole of such Pre-Filing Claim to more than one Person or part of such Pre-Filing Claim or Subsequent Claim to another Person or Persons, such transfers or assignments shall not create separate Pre-Filing Claims or Subsequent Claims and such Pre-Filing Claims and Subsequent Claims shall continue to constitute and be dealt with as a single Pre-Filing Claim or Subsequent Claim notwithstanding such transfers or assignments. Neither the Applicants nor the Monitor shall, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Pre-Filing Claim or Subsequent Claim only as a whole and then only to and with the person last holding such Pre-Filing Claim or Subsequent Claim provided such Creditor may, by notice in writing delivered to the Applicants and the Monitor, direct that subsequent dealings in respect of such Pre-Filing Claim or Subsequent Claim, but only as a whole, shall be dealt with by a specified Person, and in such event, such Person shall be bound by any notices given or steps taken in respect of

such Pre-Filing Claim or Subsequent Claim with such Creditor in accordance with the provisions of this Order.

Claim Admission

12. A Claim of a Creditor shall not be deemed to have been accepted by the Applicants until either:
- (a) the Applicants, with the consent of the Monitor, have served upon that Creditor an Admission Notice;
 - (b) a Notice of Revision or Disallowance has become final and conclusive in regard to that Claim of that Creditor, without the Creditor first having served upon the Applicants a Dispute Notice; or
 - (c) a final determination of the amount of that Claim and/or the classification of that Claim has been rendered by the Claims Officer (or by the Court, upon appeal from a decision of the Claims Officer)

Notices and Communication

13. Except as otherwise provided herein, the Applicants and the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address for such Creditors or Persons most recently indicated on the books and records of the Applicants, and any such service or notice by courier, personal delivery, facsimile or e-mail shall be deemed to have been received on the next Business Day following the date of forwarding thereof, or if sent by ordinary mail on the third Business Day after mailing within Saskatchewan or Manitoba, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.
14. Any notice or other communication to be given under this Order by a Creditor to the Monitor or the Applicants shall be in writing in substantially the form, if any, provided

for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

**Ernst & Young Inc.,
the Court-appointed Monitor of
Big Sky Farms Inc., Drycast Systems Inc. and
Big Sky Management Consulting Corp.
Attn: Sean MacNeil
E-mail: Sean.MacNeil@ca.ey.com
Telephone: (604) 891-8262
Fax: (604) 643-5422
c/o Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0**

With a copy to:

**Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0
Attention: Canute Tagseth, CA
Chief Financial Officer
E-Mail: ctagseth@bigsky.sk.ca
Telephone: (306) 682-7264
Fax: (306) 682-5042**

15. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process or this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day immediately following such day.
16. In the event of any strike, lock-out or other event which has the effect of interrupting postal service in Canada generally, all notices and communications during such interruption may only be delivered by personal delivery or courier and any notice or other communication given or made by prepaid mail within the 5 Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

Aid and Assistance of Other Courts

17. This Court hereby requests the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any Court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

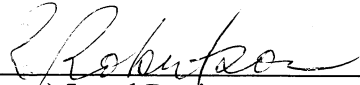
General

18. The Applicants, with the consent of the Monitor, shall be and are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed, and may, if satisfied that a Pre-Filing Claim or Subsequent Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim and Notices of Dispute.
19. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of the Claims Process, and shall be and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Order.
20. References in this Order to the singular shall include the plural, references to the plural shall include the singular and references to any gender shall include the other gender.

21. Notwithstanding the terms of this Order, the Applicants may apply to this Court from time to time for such further order or orders as they shall consider necessary or desirable to amend, supplement or replace the Claims Process or this Order and to establish a process for the determination of the Excluded Claims.

DATED at Saskatoon, Saskatchewan this 9th day of December, 2009.

(Seal)



(Deputy) Local Registrar

SCHEDULE “A”

CLAIMS PROCESS

DEFINITIONS

1. For purposes of this Claims Process, the following words and phrases shall have the following respective meanings:
 - (a) **“Admission Notice”** means a written notice issued by the Applicants, with the consent of the Monitor, that confirms the amount and classification of a Proven Claim, which notice shall be substantially in the form attached to the Claims Process Order as Schedule “F”;
 - (b) **“Applicants”** means (collectively) Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp.;
 - (c) **“Bar Dates”** means the Claims Bar Date and the Subsequent Claims Bar Date;
 - (d) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in the Province of Saskatchewan;
 - (e) **“CCAA”** means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - (f) **“Claim”** means (i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt, and (ii) any Tax Claim. For greater certainty, a Creditor entitled to claim for interest under its applicable agreement with the Applicants may claim for interest that has accrued on its Claim as of the

Filing Date, but no claim for interest shall be made for interest accruing after that date. In addition, all Claims shall be valued in Canadian dollars, effective as of the Filing Date, converted at the applicable foreign exchange rate in effect as of the Filing Date (if applicable);

- (g) **“Claims Bar Date”** means 5:00 p.m. (Central Standard Time) on January 15, 2010, or such other date as may be ordered by the Court;
- (h) **“Claims Officer”** means the individual appointed pursuant to paragraph 2 of the Claims Process;
- (i) **“Claims Officer’s Determination”** means the Claims Officer’s determination of the value of a Claim determined in accordance with paragraphs 22 and 23 hereof;
- (j) **“Claims Officer’s Fees”** means the fees and disbursements of the Claims Officer to be determined by the Monitor in accordance with paragraph 4 of this Order;
- (k) **“Claims Package”** means the document package which shall include a copy of the Claims Process Order, the Instruction Letter, a Proof of Claim and such other materials as the Applicants or the Monitor consider necessary or appropriate;
- (l) **“Claims Process”** means the procedures outlined herein in connection with the assertion of Pre-Filing Claims or Subsequent Claims against the Applicants;
- (m) **“Claims Process Order”** means the Order granted by the Honourable Mr. Justice N.G. Gabrielson approving of the Claims Process;
- (n) **“Court”** means the Court of Queen’s Bench For Saskatchewan;
- (o) **“Dispute Package”** means, with respect to any Pre-Filing Claim or Subsequent Claim, a copy of the Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute pertaining to such Pre-Filing Claim or Subsequent Claim;
- (p) **“Excluded Claim”** means:
 - (i) any Claim secured by the Administration Charge, the DIP Lender's Charge or the Directors' Charge (as each such phrase is defined in the Initial Order);
 - (ii) any Claim of Creditors with respect to goods and/or services provided to the Applicants on or after the Filing Date;
 - (iii) that portion of a Claim arising from a cause of action for which the Applicants are covered by insurance, only to the extent of such coverage;
 - (iv) any Claim by or on behalf of the Senior Lenders; and

- (v) any other Claims arising solely as a result of events occurring after the Filing Date (other than Subsequent Claims);
- (q) **“Filing Date”** means November 10, 2009;
- (r) **“Initial Order”** means the Initial Order of the Honourable Mr. Justice N.G. Gabrielson dated and issued in these proceedings on November 10, 2009, as may be amended by further order of the Court;
- (s) **“Instruction Letter”** means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached to the Claims Process Order as Schedule “B”;
- (t) **“Known Creditors”** means Creditors which the books and records of the Applicants disclose were owed money by the Applicants as of the Filing Date, which obligation remains unpaid in whole or in part;
- (u) **“Monitor”** means Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Applicants;
- (v) **“Newspaper Notice”** means the notice of the Claims Process to be published in newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Schedule “G”;
- (w) **“Notice of Dispute”** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached to the Claims Process Order as Schedule “E”;
- (x) **“Notice of Repudiation or Disclaimer”** means a written notice in any form issued on or after the Filing Date by the Applicants advising a Person of the disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement(s) related thereto. For the purposes of the Claims Process Order only, an agreement on or after the Filing Date restructuring or amending a contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, which by its terms expressly provides for a reservation of a Subsequent Claim in these proceedings, shall be deemed to be a Notice of Repudiation or Disclaimer;
- (y) **“Notice of Revision or Disallowance”** means the notice that may be delivered to a Creditor revising or rejecting such Creditor's Pre-Filing Claim or Subsequent Claim as set out in its Proof of Claim in whole or in part, which notice shall be substantially in the form attached to the Claims Process Order as Schedule “D”;
- (z) **“Person”** shall be broadly interpreted and shall include an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated

association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators, or other legal representatives of an individual;

- (aa) **“Pre-Filing Claim”** means any Claim other than (i) an Excluded Claim, and a (ii) Subsequent Claim;
- (bb) **“Proof of Claim”** means the form to be completed and filed by a Creditor setting forth its Pre-Filing Claim or its Subsequent Claim (as the case may be), which proof of claim shall be substantially in the form attached to the Claims Process Order as Schedule “C”;
- (cc) **“Proven Claim”** means the amount, status and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process (a Proven Claim will be “finally determined” in accordance with this Claims Process when (i) it has been accepted by the Applicants, with the consent of the Monitor, and an Admission Notice in respect of such Claim has been served upon the Creditor by the Applicants, with the consent of the Monitor (ii) the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance issued by the Applicants has expired and no Notice of Dispute has been filed in accordance with this Order, or (iv) any court of competent jurisdiction has made a determination with respect to the amount, status and/or validity of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeal(s) or motion(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any (and all) such appeal(s) or motion(s) shall have been dismissed, finally determined or withdrawn;
- (dd) **“Senior Lenders”** shall mean any one or more of Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada;
- (ee) **“Subsequent Claim”** means any Claim arising after the Filing Date as a result of the disclaimer or repudiation, after the Filing Date, of any contract, lease, employment agreement, or other arrangement or agreements of any nature whatsoever, whether oral or written, and any amending agreement related thereto;
- (ff) **“Subsequent Claims Bar Date”** means the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (local Saskatoon Time) on the day which is 30 days after the date of the Notice of Repudiation or Disclaimer;
- (gg) **“Tax”** or **“Taxes”** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing

Authorities), including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

- (hh) **“Taxing Authorities”** means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and “Taxing Authority” means any one of the Taxing Authorities;
- (ii) **“Tax Claim”** means any Claim against the Applicants for any Taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto; and
- (jj) **“Website”** shall mean the Monitor’s website located at www.ey.com/ca/bigskyfarms

CLAIMS OFFICER

2. Nicholas Stooshinoff, Barrister & Solicitor, of Saskatoon, Saskatchewan is hereby appointed Claims Officer.
3. The Applicants, with the consent of the Monitor, are authorized to enter into such agreement with the Claims Officer fixing the reasonable remuneration of the Claims Officer’s Fees as the Applicants deem reasonable and appropriate.
4. Subject to any direction that may be made by further order of the Court, the Claims Officer shall determine the manner, if any, in which evidence may be brought before the Claims Officer in determining the value of a Claim, as well as any other procedural matters that may arise in respect of the Claims Officer’s Determination.

NOTICE OF CLAIMS PROCESS

5. The Applicants, with the assistance of the Monitor, shall, on or before December 11, 2009, cause a Claims Package to be sent to each Known Creditor, to Canada Revenue Agency and to any similar revenue or taxing authority of each and every province or territory of Canada by regular prepaid mail, fax, or e-mail.
6. The Monitor shall cause the Newspaper Notice to be published, on or before December 18, 2009 in each of the *Saskatoon StarPhoenix*, *Regina Leader-Post* and *Winnipeg Free Press* and the *Des Moines Register* newspapers.

7. The Monitor shall cause the Claims Package to be posted on the Monitor's Website from December 11, 2009 until the expiry of the Claims Bar Date.
8. The Applicants, with the consent of the Monitor, shall cause the Claims Package to be sent to each Creditor with a Subsequent Claim by regular prepaid mail, fax, or e-mail within 5 days of the date of the Notice of Repudiation or Disclaimer applicable to such Subsequent Claim.
9. The Applicants, with the assistance of the Monitor, shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM

10. Every Creditor asserting a Pre-Filing Claim against the Applicants (or any of them) shall set out its aggregate Pre-Filing Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor on or before the Claims Bar Date.
11. Every Creditor asserting a Subsequent Claim against the Applicants (or any of them) shall set out its aggregate Subsequent Claim in a Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor on or before the Subsequent Claims Bar Date.

FORM OF PROOF OF CLAIM

12. Each Creditor shall file a separate Proof of Claim in respect of each Applicant against whom such Creditor asserts a Claim.
13. Any Pre-Filing Claim or Subsequent Claim set out in a Proof of Claim shall be expressed in Canadian dollars, failing which such Pre-Filing Claim or Subsequent Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the Foreign Exchange Rate in effect as at the Filing Date.

DETERMINATION OF CLAIMS AND SUBSEQUENT CLAIMS

Review of Proofs of Claim Forms

14. The Applicants shall review each Proof of Claim received by the Claims Bar Date or Subsequent Claims Bar Date as the case may be, and, subject to paragraph 15 of this Claims Process, shall accept, revise or disallow such Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.
15. The Applicants may attempt to consensually resolve the classification and amount of any Pre-Filing Claim or Subsequent Claim with the Creditor prior to the Applicants accepting, revising or disallowing such Pre-Filing Claim or Subsequent Claim with the consent of the Monitor.
16. If the Applicants, with the consent of the Monitor, accept the Pre-Filing Claim or Subsequent Claim, then the Applicants, with the consent of the Monitor, shall serve an Admission Notice upon the Creditor who has submitted such Pre-Filing Claim or

Subsequent Claim and such Pre-Filing Claim or Subsequent Claim shall be a Proven Claim.

Notices of Revision or Disallowance

17. If the Applicants, with the consent of the Monitor, determine to revise or disallow a Pre-Filing Claim or Subsequent Claim, then the Applicants shall send a Notice of Revision or Disallowance to the Creditor who has filed such Pre-Filing Claim or Subsequent Claim.

Notice of Dispute

18. Any Creditor that disputes the classification or amount of its Pre-Filing Claim or Subsequent Claim as set forth in a Notice of Revision or Disallowance shall deliver a Notice of Dispute to the Monitor by 5:00 p.m. (Central Standard Time) on the day which is 14 days after the date of such Notice of Revision or Disallowance.
19. Any Creditor who fails to deliver a Notice of Dispute by the deadline set forth in paragraph 18 of this Claims Process shall be deemed to have accepted the classification and the amount of its Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance and such Pre-Filing Claim or Subsequent Claim as set out in the Notice of Revision or Disallowance shall constitute a Proven Claim.

Resolution of Claims and Subsequent Claims

20. Upon receipt of a Notice of Dispute, the Applicants may: (i) attempt to consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim identified in such Notice of Dispute with the Creditor who has filed same, or (ii) deliver to the Claims Officer the Dispute Package pertaining to the Pre-Filing Claim or Subsequent Claim which is the subject of the Notice of Dispute.
21. If the Applicants and the Creditor consensually resolve the classification and amount of the Pre-Filing Claim or Subsequent Claim, the Applicants may accept, with the consent of the Monitor, a revised Pre-Filing Claim or Subsequent Claim, and such Pre-Filing Claim or Subsequent Claim will constitute a Proven Claim. In such event, the Applicants, with the consent of the Monitor, will cause to be served upon the Creditor who has submitted such Pre-Filing Claim or Subsequent Claim an Admission Notice in respect to such Pre-Filing Claim or Subsequent Claim.
22. Upon receipt by the Claims Officer of a Dispute Package concerning the value of a Creditor's Claim for voting purposes, the Claims Officer may, in his discretion, schedule and conduct a hearing to determine the value of the Creditor's Claim. The Claims Officer shall notify the Applicants, the Monitor and the Creditor of his determination of the value of the Creditor's Claim for voting purposes as soon as practicable and, in no event later than five (5) Business Days prior to any meeting of creditors ordered by the Court.
23. Upon receipt of a Dispute Package concerning the value of a Creditor's Claim for distribution purposes, the Claims Officer may, in his discretion, schedule and conduct a

hearing to determine the value of the Creditor's Claim, which hearing may be held concurrently with the hearing to determine the value of the Creditor's Claim for voting purposes. The Claims Officer shall notify the Applicants, the Monitor and the Creditor of his determination of the value of the Creditor's Claim for distribution purposes as soon as practicable.

24. The Applicants or the Creditor may appeal a Claims Officer's Determination to the Court within five (5) business days of notification of the Claims Officer's Determination of the value of such Creditor's Claim for voting and/or distribution purposes, as the case may be, by serving upon the Applicants or the Creditor, as applicable, and the Monitor and filing with the Court a notice of motion returnable on a date to be fixed by the Court. If an appeal is not filed within such period then the Claims Officer's Determination shall, subject to further order of this Court, be deemed to be final and binding.

SCHEDULE "B"

**Instruction Letter for the Claims Process of
Big Sky Farms Inc., Drycast Systems Inc. and
Big Sky Management Consulting Corp.
(collectively, "Big Sky")**

A. Claims Procedure

By Order of the Honourable Mr. Justice N.G. Gabrielson dated December 9, 2009 (the "**Claims Process Order**") attached hereto, under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), Big Sky has been authorized to conduct a claims process (the "**Claims Process**").

This letter provides instructions for responding to or completing the Proof of Claim. Terms in capital letters which are not defined herein shall have the meaning ascribed thereto in the Claims Process Order.

The Claims Process is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim, against Big Sky arising on or prior to November 10, 2009, unliquidated, contingent or otherwise. Please review the Claims Process Order for the complete definitions of Claim and Excluded Claim.

If you have any questions regarding the Claims Process please contact the Court-appointed Monitor at the address provided below.

All notices and inquiries with respect to the Claims Process should be addressed to:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management
Consulting Corp.
Attention: Sean MacNeil
E-mail: Sean.MacNeil@ca.ey.com
Telephone: (604) 891-8262
Fax: (604) 643-5422
c/o Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual, or an individual acting on behalf of a corporation. The individual acting for a corporation or other person must state the capacity in

which he or she is acting, such as "Credit Manager", "Treasurer", "Authorized Agent" and so forth. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be signed, dated and witnessed. The full legal name of the Creditor must be filed out in its entirety. Creditors who file a Proof of Claim by a division, or file several Proofs of Claim by divisions, may have their Proof(s) of Claim disallowed. Only one Proof of Claim per legal entity may be filed notwithstanding that separate divisions or operating units of a Creditor may supply and bill Big Sky separately.

A statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing to you for any goods or services provided to Big Sky before November 10, 2009. These Claims shall be reduced by the amount of any subsequent payment thereon, the application of any volume or other discounts in respect thereof and any other subsequent credits that are properly applicable against such Claims.

If the Creditor holds security for the indebtedness, a statement of the value and nature of the security must accompany the Proof of Claim.

If the Creditor holds a contingent or unliquidated Claim, the details of any guarantee giving rise to such contingent or unliquidated Claim, or reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim has been sold or assigned, the name of the party purchasing the Claim and the amount of the Claim sold or assigned as well as supporting documentation must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by an assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against Big Sky you will have to file a Proof of Claim with the Monitor. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 P.M. (CENTRAL STANDARD TIME) ON JANUARY 15, 2010***, unless the Court orders otherwise.

Additional Proof of Claim forms can be obtained by contacting the Monitor using the contact information listed above and providing particulars as to your name, address, e-mail and facsimile number. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

SCHEDULE "C"

Proof of Claim of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, "Big Sky")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Terms in capital letters which are not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Order dated December 9, 2009 as may be amended from time to time (the "**Claims Process Order**"). **Please print legibly.**

1. PARTICULARS OF CREDITOR:

- (a) Full Legal Name of Creditor (include trade name, if different):

(the "**Creditor**"). The full legal name should be the name of the Creditor of Big Sky, notwithstanding whether an assignment of a Claim has occurred prior to or following November 10, 2009.

- (b) Full Mailing Address of the Creditor: (The mailing address should be the mailing address of the Creditor and not an assignee.)

- (c) Other Contact Information of the Creditor:

Telephone Number: _____

E-mail Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

Has the Claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐

No: ☐

2. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below.

- (a) Full Legal Name of the Assignee:

- (b) Full Mailing Address of the Assignee:

- (c) Other Contact Information of the Assignee:

Telephone Number: _____

E-mail Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

3. PROOF OF CLAIM

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- (a) That I:

☐ am a Creditor of Big Sky; OR

☐ am

(state position or title)

of

(Name of the Creditor)

- (b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

- (c) Big Sky was and still is indebted to the Creditor as follows (*include all Claims that you assert against Big Sky*):

\$_____CAD [Insert \$ value of Claim]

NOTE: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of November 10, 2009, being \$1.00 CAD = \$0.9508 U.S.

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

[] A. UNSECURED CLAIM OF \$_____CAD

That in respect of this debt, I do not hold any assets of the debtor as security and

[] Regarding the amount of \$_____CAD, I do not claim a right to a priority.

[] Regarding the amount of \$_____CAD, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or would claim such a priority if this Proof of Claim was being filed in accordance with the BIA, or otherwise claim a right to a priority over unsecured creditors.

(Set out on an attached sheet details to support any priority claim)

[] B. SECURED CLAIM OF \$_____CAD

That in respect of this debt, I hold assets of the debtor valued at \$_____CAD as security, the particulars of which are as follows:

Give the full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.

5. PARTICULARS OF THE CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against Big Sky are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts and so forth claimed, description of the security, if any, granted by Big Sky to the Creditor and estimated value of such security and particulars of any Claim.

6. FILING OF CLAIM

This Proof of Claim form must be received by the Monitor by no later than **5:00 p.m. (Central Standard Time) on the Claims Bar Date of January 15, 2010**, by either registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission at the following address:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management
Consulting Corp.
Attention: Sean MacNeil
E-mail: Sean.MacNeil@ca.ey.com
Telephone: (604) 891-8262
Fax: (604) 643-5422
c/o Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Central Standard Time) on January 15, 2010 will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against Big Sky and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor in these proceedings.

7. EXCLUDED CLAIMS

The following are Excluded Claims and no Person needs to file any claim in respect thereof at this time: (i) any Claim secured by the Administration Charge, the DIP Lender's Charge or the Directors' Charge (as each such phrase is defined in the Initial Order); (ii) any Claim of Creditors with respect to goods and/or services provided to the Applicants on or after the Filing Date; (iii) that portion of a Claim arising from a cause of action for which the Applicants are covered by insurance, only to the extent of such coverage; (iv) any Claim by or on behalf of the Senior Lenders (as such phrase is defined in the Initial Order); and (v) any other Claims arising solely as a result of events occurring after the Filing Date (other than Subsequent Claims);

DATED this ____ day of _____, 20____.

Witness: _____

Per: _____

Print name of Creditor:

*If Creditor is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE "D"**Notice of Revision or Disallowance of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, "Big Sky")**

Name of Creditor: _____

Reference #: _____

Terms in capital letters which are not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Claims Process Order dated December 9, 2009. Pursuant to the Claims Process Order, Ernst & Young Inc., in its capacity as Monitor of Big Sky, hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

A) Your Claim has been revised or rejected for:

Voting purposes ☐Distribution purposes ☐

C) Revision or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
Claim arising prior to November 10, 2009		

D) Reason for the Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. If you intend to dispute this Notice of Revision or Disallowance you must, in relation to a Claim, no later than [NTD: Date], deliver a Dispute Notice by registered mail, personal service, facsimile, e-mail (in PDF format) or courier to the addresses or fax numbers indicated herein. The form of Dispute Notice is attached to this Notice.

2. If you do not deliver a Dispute Notice, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Dispute Notices:

The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management
Consulting Corp.
Attention: Sean MacNeil
E-mail: Sean.MacNeil@ca.ey.com
Telephone: (604) 891-8262
Fax: (604) 643-5422
c/o Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU FOR VOTING AND/OR DISTRIBUTION PURPOSES UNDER THE PLAN.

DATED this _____ day of _____, 20____.

ERNST & YOUNG INC.

In its capacity as Court Appointed Monitor of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp.

SCHEDULE "E"**Dispute Notice of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, "Big Sky")**

Terms in capital letters which are not defined within this Dispute Notice form have the meaning ascribed thereto in the Claims Process Order dated December 9, 2009. Pursuant to the Claims Process Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____, issued by Big Sky in respect of our Claim.

Name of Creditor: _____

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

E-mail Address: _____

Full Mailing Address: _____

THIS FORM AND SUPPORTING DOCUMENTATION TO BE RETURNED BY REGISTERED MAIL, PERSONAL SERVICE, FACSIMILE, E-MAIL (IN PDF FORMAT) OR COURIER TO THE ADDRESS INDICATED HEREIN AND TO BE RECEIVED NO LATER THAN [NTD: DATE]:

Address for Service of Dispute Notices:

**The Monitor
Ernst & Young Inc., the Court-appointed Monitor of
Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management
Consulting Corp.
Attention: Sean MacNeil
E-mail: Sean.MacNeil@ca.ey.com
Telephone: (604) 891-8262
Fax: (604) 643-5422
c/o Big Sky Farms Inc.
Box 610
Humboldt, Saskatchewan
S0K 2A0**

SCHEDULE "F"

Admission Notice of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, "Big Sky")

Words and Phrases contained in this Admission Notice which are not defined herein shall have the respective meanings ascribed thereto in the Claims Process Order obtained by Big Sky From the Court of Queen's Bench For Saskatchewan, Judicial Centre of Saskatoon on December 9, 2009 in Q.B. No. 1461 of 2009 (the "Claims Process Order")

Pursuant to the Claims Process Order, we hereby give you notice of admission of your Claim as a Proven Claim.

Reference No.: _____

Name of Creditor: _____

Proof of Claim Date: _____

Nature of Proven Claim:

Amount: \$ _____ **CAD**

Classification:

☐ **A. UNSECURED CLAIM OF \$ _____ CAD**

That in respect of this debt, you do not hold any assets of the debtor as security and

☐ Regarding the amount of \$ _____ CAD, you do not claim a right to a priority.

☐ Regarding the amount of \$ _____ CAD, you claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or would claim such a priority if this Proof of Claim was being filed in accordance with the B IA, or otherwise claim a right to a priority over unsecured creditors.

☐ **B. SECURED CLAIM OF \$ _____ CAD**

That in respect of this debt, you hold assets of the debtor valued at \$ _____ CAD as security, the particulars of which are as follows:

Signature of Individual/Authorized Signing Officer: _____

Date: _____

(Please print name) _____

Telephone Number: () _____ Facsimile Number: () _____

E-mail Address: _____

Full Mailing Address: _____

SCHEDULE "G"

Notice to Creditors of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, "Big Sky")

RE: NOTICE OF CLAIMS PROCEDURE FOR BIG SKY PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Court of Queen's Bench for Saskatchewan dated December 9, 2009 (the "**Order**") establishing a procedure for determining the amount of Claims (as defined in the Order) against Big Sky. The Court has ordered that the Monitor send Proof of Claim forms to the known creditors of Big Sky. Any person who has not received a Proof of Claim form and who believes that they have a claim against Big Sky which claim arose prior to November 10, 2009 should send a completed Proof of Claim to the Monitor to be received by **5:00 p.m. (Central Standard Time) on January 15, 2010** (the "**Claims Bar Date**").

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors who have not received a Proof of Claim from Big Sky or the Monitor should contact Sean MacNeil, Ernst & Young Inc., the Court-appointed Monitor of Big Sky (Telephone: (604) 891-8262, Fax (604) 643-5422, e-mail: Sean.MacNeil@ca.ey.com) to obtain a Proof of Claim package.

DATED at _____ this _____ day of _____, 20____.