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 ARRANGMENT FOR THE CREDITORS OF BIG SKY FARMS INC., DRYCAST SYSTEMS INC. AND BIG SKY MANAGEMENT CONSULTING CORP.

SEVENTH REPORT OF THE MONITOR

ERNST & YOUNG INC.

MARCH 15, 2010

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SEVENTH REPORT OF THE MONITOR

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INTRODUCTION

1. On November 10, 2009, Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, the "**Applicants**" or "**Big Sky**") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the "**CCAA**") pursuant to an order of this Honourable Court dated November 10, 2009 (the "**Initial Order**").

2. Pursuant to the Initial Order, Ernst & Young Inc. was appointed monitor of the Applicants during these CCAA proceedings (the "**Monitor**").

3. Paragraph 15 of the Initial Order established a Stay of Proceedings until December 10, 2009 (the "**Stay Period**"). The Stay Period was subsequently extended to February 1, 2010 by Order of this Honourable Court dated December 9, 2009; and further extended to February 11, 2010 by Order of this Honourable Court dated January 5, 2010. On February 11, 2010, by Order of this Honourable Court, the Stay Period was extended to and including the earlier of March 18, 2010 or one Business Day after the Plan Implementation Date.

4. On December 7, 2009, the Monitor issued its first report (the "**First Report**"), the purpose of which was to advise this Honourable Court with respect to, *inter alia*: (a) Background information pertaining to each of the Applicants; (b) Background information and the status of US proceedings commenced under Chapter 15 of the US Bankruptcy Code; (c) The request by the Applicants for an Order approving a claims process whereby Big Sky would, *inter alia*: (i) Call for claims of its creditors through the implementation of the Claims Process; (ii) Establish a Claims Bar Date of 5:00 pm

(Central Time) on January 15, 2010; and (iii) Establish a dispute resolution process that included the appointment of a Claims Officer; (d) The existence of potential Agricultural Lien Claims of indeterminable priority filed in respect to the pigs located in the State of Iowa, USA; (e) The cash flow of the Applicants between November 10, 2009 and November 29, 2009; (f) The activities of the Applicants and the Monitor since the making of the Initial Order; (g) The basis and requirement for the Applicants request for an extension of the Stay Period; and (h) The recommendations of the Monitor pertaining to the Claims Process, including the Claims Bar Date, and request for the extension of the Stay Period.

5. On December 16, 2009, the Monitor issued its third report (the "**Third Report**") the purpose of which was to, *inter alia*, advise this Honourable Court with respect to the status of the US proceedings pursuant to Chapter 15 of the US Bankruptcy Code and the Applicant's request for an Order: (a) Approving an Insurance Finance Charge in favour of CAFO in the amount of $589,879.68, secured solely by the unearned or returned premiums and other amounts due to the Applicants in the event that the Applicants' insurance policy is cancelled or collapsed; and (b) Requesting the assistance of the US Bankruptcy Court for a determination of the validity and priority of the Agricultural Lien Claims.

6. On December 28, 2009, the Monitor issued its second report (the "**Second Report**") the purpose of which was to, *inter alia*, provide information to this Honourable Court related to the status of the restructuring efforts and the Applicant's request for an Order: (a) Authorizing and directing the filing of the Plan; (b) Authorizing and establishing the procedure for Big Sky to call, hold and conduct the Creditors' Meeting; (c) Approving

the form of materials to be distributed to creditors affected by the Plan; and (d) Setting the conditions for approval of the Plan in order for the Plan to be sanctioned by the Court.

7. On December 29, 2009, the Monitor issued its fourth report (the "**Fourth Report**") the purpose of which was to, *inter alia*, provide information to this Honourable Court with respect to the Applicant's request for an Order approving the sale of Big Sky's idle farrow to finish operation in the District of Treherne, Manitoba to Porcherie Lac du Onze Ltee. ("**Porcherie**") and vesting all of the Applicants' right, title and interest in and to the property into Porcherie, free and clear of all liens and encumbrances, except permitted encumbrances.

8. On February 9, 2010, the Monitor issued its fifth report (the "**Fifth Report**") the purposes of which was to advise this Honourable Court with respect to, *inter alia*: (a) The status of the Applicant's divesture of Real Property; (b) The results of the Claim Process; (c) The proposed amendments to the Plan; (d) Compliance by the Applicants with the Order of this Honourable Court authorizing the filing of the Plan, the mailing of the Plan and Meeting Documents and conducting of the Creditors' Meeting; (e) The results of the vote at the Creditors' Meeting, (f) The status of the conditions that must be satisfied in order for this Honourable Court to sanction the Amended Plan; (g) The conditions that must be satisfied to achieve Plan Implementation; (h) The proposed distribution to creditors under the Plan; (i) An update with respect to the Applicants cash flow for the Reporting Period; (j) The Re-Forecast of the Applicant's cash flows for the Re-Forecast Period; and (k) The Applicant's request for an Order sanctioning the Plan of Arrangement and allowing an extension to the Stay Period.

9. On March 9, 2010, the Monitor issued its Sixth Report (the "**Sixth Report**") the purpose of which was to advise this Honourable Court with respect to, *inter alia*: (a) The motion brought by Big Sky Finishers (No. 1) Inc. ("**Finishers**") dated February 18, 2010 seeking an order that certain agreements between Finishers and Big Sky identified in a Notice of Repudiation issued by the Applicants to Finishers on February 4, 2010 not be disclaimed or resiliated; and (b) The recommendation of the Monitor pertaining thereto.

10. The purpose of this seventh report of the Monitor (the "**Seventh Report**") is to provide this Honourable Court with information relating to, *inter alia*:

(a) The availability of funding to the Applicants to fund the **Plan Distribution Fund** and the **Disputed Claims Reserve**, collectively the "**Distribution Funding Payments**", all of which are defined in the Amended & Restated Plan of Compromise and Arrangement dated February 8, 2010 (referred to herein as the "**Amended Plan**");

(b) Proposed amendments to the Amended Plan;

(c) The Applicant's request for an Order of this Honourable Court:

i. Granting a Distribution Funding Payments Charge (as defined below) in favour of the Monitor for the amount of the Distribution Funding Payments (estimated to be in the amount of $5.1 million), secured by a charge on all assets and undertakings of the Applicants and subordinate only to the Administration Charge;

ii. Extending the Stay Period as against Finishers to a date upon which a final Order of this Honourable Court is rendered in regard to the Notice of Repudiation of the Contracts issued by the Applicants to Finishers; and

iii. Extending the Stay Period in respect of Affected Creditors (excluding Finishers) to and including the earlier of:

1. March 23, 2010; or

2. One business day after the Plan Implementation Date.

11. Capitalized terms not defined in this Seventh Report are as defined in the Initial Order, the Claims Process Order, the Order (Authorizing Filing of the Plan of Arrangement & Creditors Meeting), the Order (Sanction of Plan of Arrangement, Approval of Articles of Reorganization, Postponement of Annual Shareholders' Meeting, Termination of Unanimous Shareholders Agreement; Receipt of Late Filed and Contingent Claims; and Extension of the Stay of Proceedings), the Amended Plan, and the First Report to and including the Sixth Report. All references to dollars are in Canadian currency unless otherwise noted. A copy of all motion records and reports are available for creditors on the Monitor's website at www.ey.com/ca/bigskyfarms .

TERMS OF REFERENCE

12. In preparing this Seventh Report, the Monitor has relied upon unaudited financial information, company records, and discussions with management of the Applicants. The Monitor has not performed an audit, review or other verification of such information. An examination of the financial forecast as outlined in the Canadian Institute of Chartered Accountants Handbook has not been performed. Future orientated financial information

relied upon in this report is based on management's assumptions regarding future events and actual results achieved may vary from this information and the variations may be material.

BACKGROUND INFORMATION

13. Background information pertaining to the Applicants and the CCAA proceedings is contained in the First Report through to and including the Sixth Report of the Monitor filed with this Honourable Court.

FUNDING AVAILABILITY FOR DISTRIBUTION FUNDING PAYMENTS

14. Pursuant to the terms of the Amended Plan, the Monitor has detailed below its estimate of the distribution to be made to Affected Creditors in respect of Proven Distribution Claims, and those amounts to be held in respect of the Disputed Claims Reserve:

	Number of Creditors	Claim Amount	Distribution Amount	Recovery %
Distribution Funding Payments				
Proven Distribution Claims	837	35,188,326	4,870,878	13.8%
Disputed Claims Reserve	3	12,416,532	1,241,653	10.0%
Total	**840**	**47,604,858**	**6,112,531**	**12.8%**

A schedule detailing the above with respect to each Affected Creditor is attached hereto as Appendix "A".

15. Pursuant to Article 5.3 of the Amended Plan, the Sub-Debt Holders elected in respect of their Affected Claims totalling $10.2 million to, *inter alia*:

"...receive a Percentage Distribution in regard to their Affected Claims and have agreed to, and shall, contribute the Sub-Debt Holders' entire Percentage Distribution to the Applicants in return for the Sub-Debt Holders' Equity Interest, being 90% of the common shares of the reorganized Applicants, effective as of the Plan Implementation Date."

16. The settlement of the Affected Claims of the Sub-Debt Holders by the Applicants is cash neutral and will be settled by way of issuance of a promissory note by the Applicants to the Monitor, which will be assigned to the Sub-Debt Holders; whereupon the Sub-Debt Holders will exchange the promissory note for the Sub-Debt Holders' Equity Interest pursuant to the terms of the Amended Plan.

17. Based on the foregoing, the funding requirements of the Applicants to pay the Distribution Funding Payments is approximately $5.1 million, summarized as follows:

	Number of Creditors	**Claim Amount**	**Distribution Amount**
Funding Reconciliation			
Distribution Funding Payments	840	47,604,858	6,112,531
Less:			
Sub-Debt Holders	(5)	(10,418,500)	(1,041,850)
Funding Requirements	**835**	**37,186,358**	**5,070,681**

18. Pursuant to the terms of the DIP credit facility, the Senior Secured Lenders made available to the Applicants a post-CCAA filing credit facility in the amount of $6.3 million. The Applicants are and remain indebted to the Senior Secured Lenders in respect of the DIP credit facility in the amount of $3.5 million; therefore the available credit to the Applicants within the DIP credit facility approximates $2.8 million. It is anticipated by the Applicants that during the week commencing March 15, 2010 and on

or before March 19, 2010, the Applicants will reduce the indebtedness under the DIP credit facility by approximately $1.0 million (to $2.5 million) resulting in available credit to the Applicants under the DIP credit facility of approximating $3.8 million.

19. It is the intention of the Applicants to fund the Distribution Funding Payment ($5.1 million), to the extent possible, through a draw on the available credit under the DIP credit facility ($3.8 million), with the deficiency of funding of the Distribution Funding Payment ($1.3 million) to be funded by a new exit financing facility of $7.0 million (the "**Exit Facility**") being made available to the Applicants by the Senior Secured Lenders.

20. The Senior Secured Lenders have advised the Applicants that it is not possible to advance funds under the Exit Facility until Plan Implementation has been achieved. Pursuant to the terms of the Amended Plan, it was contemplated that the entirety of the Distribution Funding Payments would be paid to the Monitor prior to Plan Implementation, permitting the Monitor to file with this Honourable Court the Monitor's Distribution Funding Payments Receipt Certificate; which filing had the effect of compromising the Affected Claims.

21. As a result of the inability of the Applicants to fund the entirety of the Distribution Funding Payments from available resources, the Applicants propose to amend the Amended Plan. The Monitor agrees to these amendments provide the Initial Order is amended to grant the Monitor the Distribution Funding Payments Charge.

22. Notwithstanding the foregoing, it is the expectation of the Monitor that a minimum of $3,000,000 of the Distribution Funding Payments shall be paid by the Applicants to the Monitor in the form of Cash Distribution Funding Payments (as defined below) prior to the Plan Implementation Date.

AMENDMENTS TO THE AMENDED PLAN

23. The Applicants propose to amend the Amended Plan as highlighted in the copy of the Amended Plan attached hereto as Appendix "B".

24. Pursuant to Article 10.2 of the Amended Plan, the Applicants are permitted at any time and from time to time, to vary, amend, modify or supplement the Amended Plan without the need for obtaining an Order of this Honourable Court, or providing notice to the Affected Creditors, if the Applicants, the Senior Secured Lenders and the Monitor, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature, would not be materially prejudicial to the interests of any of the Affected Creditors under the Amended Plan and is necessary in order to give effect to the substance of the Amended Plan or the Sanction Order.

25. The Monitor advises this Honourable Court that the purpose of the amendments to the Amended Plan are :

(a) To permit the funding of the Distribution Funding Payments prior to Plan Implementation by way of the Applicants:

i. Paying money to the Monitor in an amount sufficient to fund the Distribution Funding Payments (The "**Cash Distribution Funding Payments**"); and/or

ii. Issuing to the Monitor one or more promissory notes secured by a charge in favour of the Monitor for the gross amount of the Distribution Funding Payments (approximately $5.1 million) (the "**Distribution Funding**

Payments Charge"), secured by a charge on all assets and undertakings of the Applicants and subordinate only to the Administration Charge.

(b) To permit the Monitor to file with this Honourable Court the Monitor's Distribution Funding Payments Receipt Certificate (as defined in the Amended Plan), upon the Applicants having satisfied the funding of the Distribution Funding Payments, as contemplated above.

26. The Monitor advises this Honourable Court that:

(a) The consent of the Senior Secured Lenders to the proposed amendments to the Amended Plan was obtained on March 15, 2010;

(b) The Monitor is of the view that:

i. The Applicants are acting reasonably and in good faith with respect to the proposed amendments to the Amended Plan;

ii. The proposed amendments to the Amended Plan are of a technical or administrative nature;

iii. Will prevent material prejudice to the interests of any of the Affected Creditors; and

iv. Are necessary in order to give effect to the substance of the Amended Plan or the Sanction Order.

DISTRIBUTION FUNDING PAYMENT CHARGE

27. Pursuant to the terms of the Second Amended Plan, and based on the rationale as outlined above, the Applicants seek an Order of this Honourable Court amending the Initial Order to grant the Distribution Funding Payments Charge on the following terms:

    (a) In favour of the Monitor for the gross amount of the Distribution Funding Payments (approximately $5.1 million);

    (b) The charge is to be reduced to the extent and in the equivalent amount of Cash Distribution Funding Payments made by the Applicants to the Monitor on account of the Distribution Funding Payments;

    (c) Secured by a charge on all assets and undertakings of the Applicants and subordinate only to the Administration Charge, and

    (d) The charge would continue after Plan Implementation and cease to be effective only upon receipt by the Monitor of the Distribution Funding Payments by certified cheque, bank drafts or solicitor's trust cheques made payable to the Monitor.

28. In the Monitor's view, it is in the best interest of the Applicants and the Affected Creditors that this Honourable Court grant (within the scope of the Initial Order) the Distribution Funding Payments Charge, on the terms set out above.

APPLICANT'S REQUEST FOR AN EXTENSION TO THE STAY PERIOD

Big Sky Finishers (No. 1) Inc.

29. In the Sixth Report the Monitor describes in detail the contractual obligations between Finishers and the Applicants, including a contractual relationship described as the Option Agreement.

30. Also in the Sixth Report, the Monitor concludes that if the Option Agreement is not disclaimed and Finishers exercises the Put Option pursuant to the terms of the Option Agreement, Big Sky would have no ability to finance the purchase pursuant to the current terms of the exit financing facility or to acquire the facility through excess cash flow.

31. Based on the foregoing, it is the recommendation of the Monitor that the Stay Period in respect of Finishers be extended by this Honourable Court until a date upon which a final Order of this Honourable Court is rendered in regard to the Notice of Repudiation of the Contracts issued by the Applicants to Finishers.

32. The recommendation of the Monitor is based on the following:

    (a) A determination of the rights of the parties pertaining to the Contracts has not been rendered by final Order of this Honourable Court;

    (b) It apparent that such determination of rights will not be rendered to a final Order of this Honourable Court prior to the end of the Stay Period pertaining to other Affected Creditors; and

    (c) An exercise by Finishers of the Put Option pursuant to the Option Agreement could threaten the viability of the Applicants.

Stay Period in respect of Affected Creditors (except Finishers)

33. Pursuant to the Initial Order, as amended, the Stay Period continues until and including the earlier of:

    (a) March 18, 2010; or

    (b) One business day after the Plan Implementation Date.

34. The Applicants are seeking an extension of the Stay Period in respect of Affected Creditors (excluding Finishers) until and including:

    (a) March 23, 2010; or

    (b) One business day after the Plan Implementation Date.

35. An extension of the Stay Period is necessary to allow the Applicants to satisfy the conditions precedent to Plan Implementation.

36. The Monitor is advised that the major stakeholders, including the Senior Secured Lenders and Sub-Debt Lenders, continue to support Big Sky in its restructuring efforts including the requested extension.

37. It is the view of the Monitor that the Applicants have been pursuing the advancement of its restructuring efforts in good faith and with due diligence.

RECOMMENDATIONS OF THE MONITOR

38. Based on the foregoing, the Monitor recommends that this Honourable Court:

    (a) Grant the Distribution Funding Payments Charge;

(b) Extend the Stay Period as against Finishers to a date upon which a final Order of this Honourable Court is rendered with regard to the Notice of Repudiation of Contracts issued by the Applicants to Finishers; and

(c) Extend the Stay Period in respect of Affected Creditors (excluding Finishers) until and including:

i. March 23, 2010; or

ii. One business day after the Plan Implementation Date.

All of which is respectfully submitted this 15th day of March, 2010.

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

Per:

Kevin Brennan, CA•CIRP, CIRP
Senior Vice-President

APPENDIX "A"

DISTRIBUTION FUNDING PAYMENTS

Big Sky Farms
Distribution to Affected Creditors

Creditor	Number of Creditors	Aggregated Claim Amount	Distribution Amount
Proven Distribution Claims	832	24,769,826	3,829,028
Affected Creditors (excluding Sub-Debt Holders)			
Sub-Debt Holders	5	10,418,500	1,041,850
Disputed Claims Reserve	3	12,416,532	1,241,653
Total	**840**	**47,604,858**	**6,112,531**
Less: Sub-Debt Holders			(1,041,850)
Distribution Funding Payments			**5,070,681**

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
101008161 SK Ltd	2,468.00	2,443.32
101135512 Sask. Ltd	9,477.25	3,960.00
101143325 Sask. Ltd.	7,687.26	3,960.00
3-W Farms Ltd.	319.27	316.08
5/WEST Car/Truck Wash	21,040.00	2,104.00
625899 Sask. Ltd.	87,331.00	8,733.10
A&M Enge Farms Ltd.	32,013.97	3,960.00
Acklands-Grainger Inc	46,771.61	4,677.16
ADM - US	704,850.70	70,485.07
ADT Security Services Canada Inc.	1,136.74	1,125.37
Agline	72,317.70	7,231.77
Agri Stats, Inc.	6,892.71	3,960.00
Agri-Pine Farms Ltd.	14,391.62	1,439.16
Aiken, Wayne	14,208.67	1,420.87
Air Liquide Canada Inc.	167.47	165.80
A-Line Frame & Alignment Service	346.29	342.83
Allen Enterprises	22,538.03	3,960.00
ALS Canada Ltd.	1,144.26	1,132.82
Al's Portable Welding	927.15	917.88
Amber Ridge Farms	33,047.50	3,304.75
Anderson, Bill	3,282.56	3,249.73
Anderson, Ernest	3,601.86	3,565.84
Anderson, Jay	1,217.43	1,205.26
Anderson, Russ	1,483.38	1,468.55
Andrusko, Mike	3,219.80	3,187.60
Aquifer Distribution Ltd.	9,882.17	3,960.00
Arneson, Bryan	5,172.00	3,960.00
Arneson, Wes	5,302.13	3,960.00
Arnie, Brian	1,965.01	1,945.36
Arnold, Dennis	2,977.93	2,948.15
Astwood Farms	577.50	571.73
Atkin, Ken	2,124.12	2,102.88
Avrio Investments Inc.	909.92	900.82
AWD Hoffus Farms	2,586.09	2,560.23
B & B Swine	10,966.64	3,960.00
B & D Enterprises	2,071.50	2,050.79
B & E Industrial Electronics	279.09	276.30
B&B Hog Management	1,452.99	1,438.46
B. Brodziak Seeds	5,319.73	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Babchishin, Gerald	15,582.00	3,960.00
Babchishin, Robert	9,380.04	3,960.00
Babchishin, Tom	5,532.97	3,960.00
Babchishin, Tom & Shirley	25,355.29	3,960.00
Babiarz, David	7,766.85	3,960.00
Back, Reg	22,983.74	3,960.00
Baraniuk, Bill	12,662.86	3,960.00
Bar-San Farms Inc.	5,145.24	3,960.00
Barsby, Wayne	9,380.73	3,960.00
Barzarski, Lenard	3,960.56	3,920.95
Bay Tire and Auto Centre	311.66	308.54
Bearing & Transmission Ltd.	2,002.50	1,982.48
Beatty, James	6,764.20	3,960.00
Beaubien, Robert	3,302.63	3,269.60
Beeland Co-op	548.67	543.18
Beingessner, John	431.56	427.24
Belchamber Farms	563.86	558.22
Bella Vista Inn	348.87	345.38
Benko, Richard & Melita	4,128.41	3,960.00
Benz, Eric	2,520.00	2,494.80
Beres, Trent	7,916.09	3,960.00
Bergerman, Dennis	4,216.13	421.61
Bernard, Beryl	2,545.63	2,520.17
Bernard, Wayne	3,348.83	3,315.34
Bestwater Ltd. Truck & Car Wash	839.50	831.11
Betker Livestock Equip Sales	20,023.08	3,960.00
Better Air Manufacturing Ltd.	20,245.46	3,960.00
Bev's Greenhouse	125.00	123.75
Big Sky Finishers (No. 1) Inc.	554,480.37	55,448.04
Bin Mark Corp.	7,636.64	3,960.00
Bindig, Dale	24,547.86	2,454.79
Bindig, Shane	24,548.50	2,454.85
Biovet	210.00	207.90
Birch Lane Farms	3,549.00	3,513.51
Birrell's Hardware	47.17	46.70
Blue Hills Motor Inn	440.00	435.60
Blue Water Wash Ltd.	629.74	623.44
Bodnarchuk, Paul	6,338.18	3,960.00
Bodnarchuk, William	1,102.85	1,091.82

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Boehringer Ingelheim (Canada) Ltd.	12,288.05	3,960.00
Bohay, Ray	1,307.05	1,293.98
Boissevain Plumbing & Heating Ltd.	3,740.67	3,703.26
Bolt Supply House Ltd.	934.04	924.70
Boyes, D & M Farms Ltd	18,617.19	3,960.00
Brandt, Keith	5,062.78	3,960.00
Brendonn Holdings Ltd.	1,159.40	1,147.81
Brezinski, Don	1,692.80	1,675.87
Brezinski, Ed	6,192.24	3,960.00
Brodziak, B&G Farms Ltd.	15,779.16	3,960.00
Brodziak, Larry	5,212.69	3,960.00
Brown, Dwayne	9,101.96	3,960.00
Brown, Ray	1,844.97	1,826.52
Bruno Feeds	480.00	475.20
Buffer Valley Industries	1,090.02	1,079.12
Bulyea Co-operative	286.49	283.63
Burak, Robert	588.35	582.47
Burton's Electric 1998	627.98	621.70
Bush, Yvonne	13,159.13	3,960.00
Busy "B" Construction & Concrete	18,682.12	3,960.00
BWL Enterprises	58,906.08	5,890.61
C & C Feeders	4,100.87	3,960.00
C. Wiesner Welding Ltd.	1,420.12	1,405.92
C.B. Petro Ltd.	871.09	862.38
Cablevey Intraco Inc.	1,813.10	1,794.97
Callin To You	5,121.87	3,960.00
Cammie Issel	1,035.77	1,025.41
Canada Revenue Agency	126,996.10	12,699.61
Canadian Food Inspection Agency	5,072.45	507.25
Canamera Limited Partnership	8,880.78	3,960.00
Canarm Ltd.	5,478.84	3,960.00
Canora Auto Electric Ltd.	527.33	522.06
Canora Courier	146.51	145.04
Canora District Seed Cleaning Cooperative	4,768.58	3,960.00
Canora Equipment Rentals	1,490.50	1,475.60
Cargill	14,669.59	3,960.00
Carlson Farms, B & N	1,257.75	1,245.17
Carlson, Herb	5,730.96	3,960.00
Carlson, Les	7,225.34	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Carlson, Rob	45,709.67	4,570.97
Carlson, Walter	545.04	539.59
Carson, Harvey	1,187.52	1,175.64
Cash's Car & Truck Wash 2009	633.00	626.67
CBC Farms	2,692.47	2,665.55
CDL Injection Services	141,523.00	14,152.30
CDMV	12,829.02	3,960.00
Central Testing Laboratory Ltd.	1,073.10	1,062.37
Chabun, Steve	923.58	914.34
Chelan Hotel	411.25	407.14
Cherewyk's Backhoe Service	2,126.25	2,104.99
Cherkowski, Peter	5,268.31	3,960.00
Chris's Place	8,943.77	3,960.00
CIM	396.67	392.70
Cinema Satellite	394.90	390.95
Circle M Furniture Ltd.	470.35	465.65
City of Humboldt	100.80	99.79
City Service	147.00	145.53
Clark, Stewart	12,963.94	3,960.00
Clarke, Glen	26,703.83	3,960.00
CNH Capital Canada	287.22	284.35
Coates, Monti	11,296.12	3,960.00
Cole Donnie	5,149.33	514.93
Cole, Kerry	53,448.11	5,344.81
Coleman Farms	27,878.54	3,960.00
Cole-Parmer Canada Inc	547.77	542.29
Collins, William	6,053.28	3,960.00
Comairco	4,624.16	462.42
Constantini Ltd.	58,531.00	5,853.10
Construction Fasteners & Tools Ltd.	2,559.71	2,534.11
Cook, Bart	1,561.62	1,546.00
Cooper, Terry	645.71	639.25
Cory's Truck & Trailer	941.92	932.50
Costron, Thomas	4,141.00	3,960.00
Crapshooter's Professional Coral Cleaning Ltd.	399.00	395.01
Crittenden, Bruce	1,321.00	1,307.79
Crittenden, Russell	3,256.22	3,223.66
Cross, Stanley	12,386.43	3,960.00
Crystal Spring Hog Equipment	46,520.26	4,652.03

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Culligan	455.25	450.70
Culligan Water Conditioning	157.50	155.93
Curle Farms Ltd.	59,932.71	5,993.27
Currey, Ken	18,735.90	1,873.59
Currey, Lewis Sr.	4,938.80	3,960.00
D & P Farms	1,085.28	1,074.43
Dairyland Agro Supply	20,036.01	2,003.60
Danish Oven	66.80	66.13
Danku, Louis	2,094.02	2,073.08
Dataport Computer Centre	116.87	115.70
Davies, Greg	646.59	640.12
Dayspring Water Company	166.00	164.34
DD Denham Farms Ltd.	7,522.33	752.23
Dean, Richard	107.96	106.88
Debruyne, Laverne	621.28	615.07
Debruyne, Leonard	2,389.86	2,365.96
Debusscher, Kevin	5,548.10	3,960.00
Dedio, William	844.94	836.49
Deep South Animal Clinic Ltd.	27,230.54	3,960.00
Deer Creek Pork, Inc.	9,333.90	3,960.00
Delmar's Pro Hardware	3,139.43	3,108.04
Deloitte & Touche	145,632.13	14,563.21
Delta Co-operative Associaton Limited	150.68	149.17
Denham, Arnold	2,831.82	2,803.50
Dergousoff, Lorne	25,119.46	2,511.95
Destron Fearing Corporation	7,713.19	3,960.00
Deutsch, Lyndsey Lee-Ann	8,534.32	3,960.00
Deutscher, Michael	86,000.00	8,600.00
Devries, Abraham	82,559.86	8,255.99
DGH Engineering Ltd.	157.50	155.93
Discovery Ford Sales Ltd.	7,839.89	3,960.00
Dmytriw Bros.	380.64	376.83
Don Birg Enterprises Inc.	209.19	207.10
Double J Cafe	3,211.67	3,179.55
Drimmie, Ray	1,350.00	1,336.50
DSM Nutritional (formerly Roche)	104,950.00	10,495.00
DT Water Hauling	616.00	609.84
Dubas, Michael	15,378.81	3,960.00
Dubas, Sheldon	5,580.84	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Duke, Layne	10,731.03	3,960.00
Duke, Welly	565.23	559.58
Dustar Express, Inc.	21,763.82	2,176.38
Dutchak, Nestor	20,588.60	3,960.00
Dyck, Peter	5,065.54	3,960.00
Dyckewich, Orest	15,352.96	3,960.00
E.G. Penner Building Centres Ltd,	10,065.33	3,960.00
E.R Holdings Heuchert	4,233.62	3,960.00
Eagle Commodities Ltd.	5,347.83	3,960.00
Earis, Lorianne	14,400.00	3,960.00
East Central Co-Operative Ltd.	2,085.18	2,064.33
Eastern Air Supplies Ltd.	1,016.40	1,006.24
Eastern Transport Ltd.	338.24	334.86
Eden, Garnet	1,963.50	1,943.87
Edge Autobody	2,815.47	2,787.32
Edward J. Heck & Sons Co.	4,154.00	3,960.00
Eecol Electric (Sask) Ltd.	27,883.77	3,960.00
Ehr, Cliff	17,200.00	3,960.00
Elizabeth Nickolayou	4,000.00	3,960.00
Elmdale Farm Ltd	2,767.80	2,740.12
Elmy, Ted	1,023.82	1,013.58
Emco Ltd.	8,780.70	3,960.00
Engage Animal Health Corporation	1,068.90	1,058.21
Engdahl, Ralph	5,097.07	3,960.00
Enge, Justin	4,594.59	3,960.00
Enge, Korwin	3,682.44	3,645.62
Ewen, David	9,541.21	3,960.00
FAC Cooperative - Arcadia	165,533.11	16,553.31
Faroex Ltd.	1,046.74	1,036.27
Fedak, Ray	6,769.43	3,960.00
Federal Express Canada Ltd.	452.91	448.38
Federated Co-Op -S'toon	132,983.58	13,298.36
Federiuk, Mark	3,453.60	3,419.06
Feedlogic Corporation	4,877.30	3,960.00
Feed-Rite	148,814.05	14,881.41
Ferguson, Greg	5,801.50	3,960.00
Ferguson, Scott	4,306.81	3,960.00
Fertile Hills Farm Ltd.	983.78	973.94
Fettis Bros.	24,678.88	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Fidelack Farms	2,956.82	2,927.25
Fines, Jackie	905.65	896.59
Fish, George	1,617.62	1,601.44
Flaman Sales Ltd.	371.83	368.11
Fletcher, Iean - Farms Ltd.	22,692.01	3,960.00
Floer, Jacob	6,714.54	3,960.00
Flowers, Michael	1,016.74	1,006.57
Flying D Ranch	5,030.42	3,960.00
Fogg, Jeff	26,901.15	3,960.00
Fogg, Tom	5,966.27	3,960.00
Fohr, Mary	340.78	337.37
Ford Credit Canada Leasing Company	1,913.40	1,894.27
Fournier, Gerard	2,660.57	2,633.96
Frank Dunham Farms	7,978.15	3,960.00
Frey, Don	8,831.87	883.19
Fritz Ag Ltd.	962.64	953.01
Fritz, Philip	2,394.03	2,370.09
Fritzler, Gordon	912.60	903.47
Fuchs, Dennis	3,649.45	3,612.96
G Carlson Farms	24,280.03	3,960.00
G.F. Farms	12,229.34	1,222.93
G.W. Construction Ltd.	3,871.00	3,832.29
Garrels Management Services	37,118.86	3,960.00
Gateway Co-Operative Ltd.	16,671.15	3,960.00
Gawryliuk Farms Ltd.	1,054.19	1,043.65
Gaylna Lukashenko	2,000.00	1,980.00
Geck Farms Inc	13,870.30	1,387.03
Geck, Sheldon	891.85	882.93
Geddes, Glen	2,103.61	2,082.57
Gehling Matt	7,035.92	3,960.00
GENCOR	12,076.80	3,960.00
General Fasteners Ltd.	192.47	190.55
Genoway, Roger	1,917.02	1,897.85
George Morris Centre	2,500.00	2,475.00
Gingersnips	1,789.92	1,772.02
Glubis, Ron	36,161.88	3,960.00
Gogol, Harold	1,258.78	1,246.19
Gogol, Nathan	1,836.62	1,818.25
Golden West Trailer & Equip Ltd.	13,169.08	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Goodall	2,007.30	1,987.23
Gorniak Farms	41,998.52	4,199.85
Gorniak Holding	16,236.10	3,960.00
Gosling, Donald L.	1,001.96	991.94
Goy, Jason	909.45	900.36
Gradin, Lynn	9,123.93	3,960.00
Graham, Clark	9,328.85	3,960.00
Graham, Kelly	29,587.08	3,960.00
Graham, William	12,969.39	3,960.00
Grand & Toy	3,242.10	3,209.68
Graphic Ad	5,113.90	3,960.00
Graphic Arts Printing Ltd.	3,458.83	3,424.24
Gray, Linda	6,009.93	3,960.00
		3,960.00
Egebjerg North America Ltd.(formerly GREEN Farmline Ltd.)	7,760.47	
Griffin, Brian	14,400.00	3,960.00
Grisdale, C&R	49,187.27	4,918.73
Grisdale, Doug	1,453.50	1,438.97
Groat's Supply Ltd.	102.92	101.89
Grominsky, Gerald	10,910.48	3,960.00
Grona, Dale	3,763.27	3,725.64
Grywacheski, Michael	18,006.07	3,960.00
Grywacheski, Tim	29,020.20	3,960.00
Gulka, Gerald	4,920.02	3,960.00
Gurskey, Bruce	388.77	384.88
Guy, Clinton	5,690.01	3,960.00
Guy, Hubert	818.05	809.87
GWL Boesch Farm Inc.	2,053.72	2,033.18
Hague Pro Hardware	557.12	551.55
Hanson, Kirk	4,394.94	3,960.00
Hardin, Rick	1,847.25	1,828.78
Harding Swine Vet Service Prof Corp	7,928.88	3,960.00
Hauber, Ron	1,672.89	1,656.16
Hauser's Machinery Ltd.	320.78	317.57
HBI Brennan Business Interiors Inc.	1,206.00	1,193.94
Heidecker, Jeffrey	1,265.00	1,252.35
Hemm, Wade	5,613.46	3,960.00
Hergott Electric	2,042.70	2,022.27
Hergott Farm Equipment	5,348.99	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Hertz, Bev	11,710.69	3,960.00
Hertz, Reg	13,675.15	3,960.00
Hill, John	3,653.72	3,617.18
Hingtgen, Barry	2,350.03	2,326.53
Hipkins Farms	8,601.31	3,960.00
Hipkins, Gary	1,080.27	1,069.47
Hi-Tech Welding	3,054.28	3,023.74
Hoffus Custom	954.60	945.05
Holinaty, Ernest	45,567.57	4,556.76
Horizon Fertilizers Ltd.	559.22	553.63
Hovanes Grain Farms	3,787.06	3,749.19
Howard Concave Corp.	66.98	66.31
Hucka Doug	7,362.22	3,960.00
Hull Veterinary Clinic	6,363.59	3,960.00
Humboldt Co-op Association	109,171.87	10,917.19
Humboldt Fire Extinguisher Ser	1,601.40	1,585.39
Humboldt Home Hardware	2,465.52	2,440.86
Humboldt IGA	11,042.18	3,960.00
Humboldt Journal	330.10	326.80
Humboldt Lumber Mart	23,653.25	3,960.00
Humboldt Motors Ltd. #6	648.96	642.47
Humboldt Plumbing & Heating	183.48	181.65
Humboldt Veterinary Services P.C. Ltd.	9,429.41	3,960.00
Husarewich, Eugene	4,034.51	3,960.00
Husarewich, Mike & Loretta	3,943.42	3,903.99
Husarewich, Walter	4,492.58	3,960.00
Husarewich, William	378.32	374.54
Huziek, William	10,371.32	3,960.00
Hyena Enterprises Inc.	1,794.60	1,776.65
Hypor Inc. - formerly Genex	902,574.89	90,257.49
Industrial Truck Service Ltd	967.14	957.47
Insemination Technics Int.	10,615.62	1,061.56
Insight Canada	1,553.86	1,538.32
International Trade Solutions	28,410.09	2,841.01
Intervet Canada Ltd.	19,108.11	3,960.00
Inverarity, Doug	5,644.80	3,960.00
ITT Flygt	1,578.02	1,562.24
J & R Livestock Consultants Ltd.	20,233.87	3,960.00
J & R Pristie Holdings Ltd.	1,932.00	1,912.68

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
J Pearson Farms	12,801.43	3,960.00
Jacobs Enterprises Ltd	1,155.02	1,143.47
Jacques Whitford Stantec Axys Ltd.	17,010.92	1,701.09
Jamac Publishing Ltd.	125.16	123.91
Janzen, Kent	1,915.53	1,896.37
Janzen, Nathan	44,575.23	4,457.52
Jaques Farm Ltd.	5,853.75	3,960.00
Jaron Bearing & Hydraulic Ltd.	685.74	678.88
Jaworski, Doug	16,869.28	3,960.00
Jaworski, Joe	2,503.40	2,478.37
Jay's Moving and Storage	436.64	432.27
Jaytan Ltd.	504.00	498.96
JL Farms	6,310.31	3,960.00
Johnny's Bistro	5,189.23	3,960.00
Johnson, Doug Farms	2,416.73	2,392.56
Johnson, Mark	9,602.77	3,960.00
Johnson, Richard	43,000.00	4,300.00
Jones, Mike	5,559.55	3,960.00
Jordbraek Farms	5,233.36	3,960.00
JPK Computers Inc.	50.60	50.09
K5 Water Supply	995.00	985.05
Kalmakoff, Jack	5,925.42	3,960.00
Kal-Tire	408.78	404.69
Kane Veterinary Supplies Ltd.	12,104.44	3,960.00
Karcha, Harry	15,144.74	3,960.00
Karkut, Ken	27,315.87	2,731.59
Kastning, Steve	2,752.31	2,724.79
Kelvington Central Equipment	1,234.23	1,221.89
Kelvington Transport Ltd.	330,413.74	33,041.37
Kessler, Darlene	3,404.37	3,370.33
Ketchum Manufacturing Inc.	1,923.90	1,904.66
Kiland, Maurice	812.82	804.69
Kinecor Inc. M2132	57.19	56.62
Kinnish, Mike	930.18	920.88
Kistner, Richard	28,626.21	3,960.00
Klima, David	5,504.57	3,960.00
Klocke Trucking	2,902.82	2,873.79
Knapik, Larry	2,071.34	2,050.63
Knudsen, Don	3,002.33	2,972.31

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Koenders Mfg. (1997) Ltd.	201.29	199.28
Kolorwrat, Alfred	4,341.07	3,960.00
Korneychuk, Susan	14,039.53	3,960.00
Korte Farms Ltd., G & S	9,136.83	3,960.00
Korte, Kim	1,240.94	1,228.53
Kotyk, Russell	2,009.19	1,989.10
Kozak, Garry	6,952.11	3,960.00
Krentz, Allen	685.71	678.85
Kresak, Eugene	4,522.44	3,960.00
Kresak, Rudolph	842.80	834.37
Kropf, Bridgette	1,485.00	1,470.15
Kruger, Walter	2,306.88	2,283.81
Kuzek, Tyson	8,802.38	3,960.00
L&D Logan Farms	13,724.78	3,960.00
L.V. Control Manufacturing Ltd.	103.13	102.10
LA Willson Farms	2,630.37	2,604.07
Laberswieler, Bob	17,605.78	3,960.00
Lakeland Inn Motel LTD	31,587.15	3,960.00
Lanning Bros.	292.00	289.08
Last Mountain Times Ltd.	122.85	121.62
Last, Cameron	1,260.00	1,247.40
Leachman, Tony	2,099.34	2,078.35
Lechler, Kevin	5,732.96	3,960.00
Legacy Farms Ltd	8,062.61	3,960.00
Leonard Farms Inc.	583.80	577.96
Leonard, Greg	268.97	266.28
Leonard, Nola	4,668.61	3,960.00
Levitt-Safety	5,408.73	3,960.00
Lextron Animal Health Iowa	16,356.41	1,635.64
Lintlaw Service (2005) Ltd.	165.34	163.69
Little Amego Inn	3,966.75	3,927.08
Lund, Ann	5,219.12	3,960.00
Lutz, Jason & Bruce	18,543.10	3,960.00
Lynott Jerrod	9,807.90	3,960.00
Lynott Jim & Cindy	13,292.34	3,960.00
Maier, Dave	3,124.80	3,093.55
Maleschuk, Eugene	8,941.41	3,960.00
Manitoba Hydro	33,151.40	3,960.00
Martin, George	3,467.16	3,432.49

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Mary Stein	4,447.29	3,960.00
Maryniak, Merv	27,015.79	2,701.58
Masley, Kelly	13,099.16	3,960.00
Matsalla, Evan	32,178.66	3,960.00
Matsalla, Lorne	21,613.12	3,960.00
Matvet Veterinary Equipment	3,113.44	3,082.31
Maxim Chemical International Ltd.	1,665.48	1,648.83
McChesney Farms	3,608.79	3,572.70
McGill Ag Ltd.	380.00	376.20
McKague, Liz	593.24	587.31
McKague, Lonny	821.82	813.60
McKercher LLP	40,711.51	4,071.15
McKerricher, Larry	7,920.89	3,960.00
McNaughton Brett	4,739.87	3,960.00
Mead, Allan	1,802.30	1,784.28
Meberg, Brett	28,054.00	3,960.00
Meberg, Laurie	3,678.18	3,641.40
Melfort Co-Op Food Market	72.90	72.17
Melita Motor Inn	141.96	140.54
Melnyk, Allan	10,690.63	3,960.00
Melsness Farm Ltd.	877.67	868.89
Menzies, Karl	1,874.61	1,855.86
Merial Canada Inc.	21,155.26	3,960.00
Meroniuk, Genevieve	3,160.68	3,129.07
MetaFarms, Inc.	10,645.98	3,960.00
Michaluk, Dennis	36,609.52	3,960.00
Michaluk, Kara	3,498.48	3,463.50
Michaluk, Mike	17,500.78	3,960.00
Michaluk, Steven & Michelle	3,498.48	3,463.50
Michel's Industries Ltd.	1,893.50	1,874.57
Midland Glass Ltd.	30.80	30.49
Millers Tack, Rope, & Feed Supplies	802.56	794.53
Minhinnick, Dale	4,644.05	3,960.00
Minitube Canada	1,828.02	1,809.74
MOBB Medical Ltd.	2,844.33	2,815.89
Mohr, Jeff	8,952.38	3,960.00
Mohr, Ross	11,002.65	3,960.00
Mohr's Water & Ice Supply	207.00	204.93
Moir, Doug	2,920.90	2,891.69

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Mollenbeck Industries Ltd.	660.00	653.40
Monitrol Inv	18,713.16	3,960.00
Monoflo International Inc.	1,632.95	1,616.62
Morden Veterinary Clinic, Inc.	5,858.41	3,960.00
Moroz, Ray	1,745.01	1,727.56
Morris Nickolayou	4,935.30	3,960.00
Mountain View Bison	863.12	854.49
MS Schippers Canada Ltd.	397.91	393.93
MTS	1,368.05	1,354.37
Murray, Joe	3,922.24	3,883.02
Musey, Ed & Ben	17,364.54	3,960.00
Mutch, Owen	7,146.75	3,960.00
Myden, Dale	1,641.57	1,625.15
N & R Enterprises Ltd. Formerly:Ituna Country Cafe	176.39	174.63
Nakonechny, Don	2,579.48	2,553.69
National Mine Service of Canada	3,203.74	3,171.70
Neupork Productions Inc.	6,583.04	3,960.00
Neupork Sales	26,498.75	3,960.00
NEW Feeds, LLC. - formerly Glidden Coop	150,352.81	15,035.28
New Solutions LC	14,958.16	3,960.00
Newsham Choice Genetics	30,311.62	3,960.00
Nickolayou, Eugene	5,469.59	3,960.00
Nickolayou, Mark	9,516.11	3,960.00
Nieckar Concrete Finishers	1,551.00	1,535.49
Nieckar, Mark	23,392.74	2,339.27
Niecker, Randy	43,482.65	4,348.27
Norquay Co-operative Association, Ltd	12,075.02	3,960.00
North River Ranch Ltd.	49,628.57	4,962.86
Novak, Al	620.70	614.49
NSC Minerals	8,821.83	3,960.00
Nu-Trend Industries	8,483.48	3,960.00
Nutrition Partners Inc.	69,374.55	6,937.46
Office Experts	2,115.85	2,094.69
Ogema Co-opeative Ltd.	21,580.46	3,960.00
Ogema Elevator Limited	116.16	115.00
Ogema Farm & Auto	11,046.22	3,960.00
Ogema Motel Ltd.	15,339.50	3,960.00
OK Tire & Auto Service	264.33	261.69
OK Tire Auto Service Watson	985.90	976.04

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Oleet Processing	54,671.53	5,467.15
Olynick Trucking	6,890.22	3,960.00
Olynick Water & Sewer	30,283.10	3,960.00
Onyskiw, Allen	10,590.40	3,960.00
Opperman John	13,631.32	3,960.00
Orest's Welding & Machine	9,572.44	3,960.00
P. Quintaine & Son Ltd.	402.50	398.48
Paczay, David	13,643.11	3,960.00
Palchewich, Kevin & Duane	2,793.67	2,765.73
Panther Wash Equipment	7,606.17	3,960.00
Parkland Co-operative Association	14,618.96	3,960.00
Parkland Septic Tank Services	3,769.50	3,731.81
Parrheim Foods	455.00	450.45
Parry Dirt Farm	20,935.59	3,960.00
Pasiechnyk, Joe	72,893.68	7,289.37
Pasloski, Ken	31,704.01	3,960.00
Pasloski, Sherry	12,717.04	1,271.70
Patrick, Ernie	14,400.00	3,960.00
Paul Metke Farms	40,504.85	4,050.49
Payak, Don	22,308.86	3,960.00
Pegg Farms, T&M	2,323.86	2,300.62
Pegg, Brian	984.08	974.24
Pegg, Terry	924.68	915.43
Pelechaty, Brent	2,366.59	2,342.92
Pelly Hotel	765.50	757.85
Penguin Ice Ltd.	130.00	128.70
Penguin Refrigeration Ltd.	375.76	372.00
Peniuk, Gaye	6,067.63	3,960.00
Peniuk, Tyler	6,067.63	3,960.00
Penner Farm Services	1,787.98	1,770.10
Percy H. Davis Limited	1,920.12	1,900.92
Perrault Enterprises Ltd.	73.98	73.24
Peterson, Dale	47,788.39	4,778.84
Peterson, Duaine	15,518.22	1,551.82
Petras, Anne	1,664.20	1,647.56
Petrie, Garry	6,843.04	3,960.00
Petryshyn, Gene	5,991.59	599.16
Pfizer Animal Health	60,459.17	6,045.92
Philipowich Farms Inc.	788.85	780.96

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
PIC Canada Ltd	514,504.05	51,450.41
Pinder, Cliff	1,694.92	1,677.97
Pingert, Leopold	3,816.75	3,778.58
Pinnacle Distribution	88.48	87.60
Pioneer Motor Hotel	8,210.60	3,960.00
Pirie, Vaughn	5,207.89	3,960.00
PJ Acres Inc.	79,156.85	7,915.69
Plendl Feed Service, Inc	5,810.20	3,960.00
Polar Pure Water	111.50	110.39
Porcupine Motel	3,364.90	3,331.25
Porcupine Tire Centre	2,171.80	2,150.08
Possberg, Daryl	8,600.00	3,960.00
Possberg, Dean	17,200.00	3,960.00
Potoreyko, Alex	597.69	591.71
Pozniak, Jason	913.96	904.82
Prairie Co-Op Ltd.	3,135.96	3,104.60
Prairie Diagnostic Services	40,070.03	4,007.00
Prairie Hog Production Limited Partnership	4,197,941.00	419,794.10
Prairie Pride Enterprises	314.48	311.34
Prairie Pure Drinking Water	415.00	410.85
Prairie West Terminal	12,350.92	3,960.00
Prairiemobile Communications	977.90	968.12
Praxair Distribution	169.00	167.31
Preeceville Parts Supply	1,163.27	1,151.64
Preeceville Salvage Inc.	942.48	933.06
Prekaski, James	1,570.35	1,554.65
Pro-Ag Products Ltd.	4,844.34	484.43
Progressive Apparel	5,012.20	3,960.00
Prychak, Eugene	2,073.38	2,052.65
Prychak, Peter	1,194.08	1,182.14
Pryhitka, Brian	27,970.31	2,797.03
Purolator Courier Ltd.	3,495.85	3,460.89
Quality Tire Service Ltd.	6,634.95	3,960.00
R & J Staiert Inc.	11,023.61	3,960.00
R.M. Grass Lake NO. 381	696.75	689.78
R.M. of Arborfield No. 456	698.75	691.76
R.M. of Bjorkdale No. 426	23,315.47	3,960.00
R.M. of Bone Creek No. 108	4,759.25	475.93
R.M. of Hazel Dell No. 335	13,484.59	1,348.46

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
R.M. of Hazel Dell No. 335	13,484.59	3,960.00
R.M. of Key West #70	24,868.49	3,960.00
R.M. of Mountain View No. 318	1,919.00	1,899.81
R.M. of Porcupine #395	6,002.74	3,960.00
R.M. Of Preeceville No. 334	12,434.25	3,960.00
R.M. of Sasman No. 336	240.00	237.60
R.M. of St. Philips No. 301	6,217.12	3,960.00
R.M. of Stanley #215	6,217.12	3,960.00
R.M. of Wolverine	8,832.60	883.26
Radawetz, Ken	3,197.63	3,165.65
Radawetz, Richard	10,921.00	3,960.00
Rakochy, Ron	73,892.32	7,389.23
Ralph's Diesel Repair Inc.	5,254.74	3,960.00
Rama Co-Operative Assoc. Ltd.	17,550.39	3,960.00
Ranger Electric Ltd	2,912.59	2,883.46
Rathgeber Land & Cattle Ltd	24,692.39	3,960.00
Rathgeber, Kalvin & Gloria	19,120.14	3,960.00
Rathgeber, Kevin	39,327.59	3,960.00
Rayner, Loren	824.11	815.87
Ray's Truck Wash Ltd.	4,740.03	3,960.00
RBC Transport Ltd	15,200.21	3,960.00
REACT	1,539.77	1,524.37
Red Coat Inn	150.50	149.00
Redhand Ltd.	22,808.12	3,960.00
Reflections by Richard	160.00	158.40
Reliable Scale Corp.	675.68	668.92
Remoue, Terry	3,078.02	3,047.24
Rennie, Lorne	3,330.37	3,297.07
RI Dean Trucking	8,158.25	3,960.00
Riesberg Wayne	11,849.67	3,960.00
Riou, Bob	1,234.85	1,222.50
Ritter, Dave	15,638.28	3,960.00
Riverlot Farms Inc.	14,954.82	3,960.00
RM of Insinger	7,893.49	3,960.00
RM of Lakeside #338	187.71	185.83
RM of Rosthern #403	3,018.49	2,988.31
RM of Rudy No. 284	6,500.00	3,960.00
RM of Star City No. 428	1,393.49	1,379.56
RM of Victory No. 226	3,250.00	3,217.50

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Roberge Transport Inc.	334,627.00	33,462.70
Robinson Bioproducts	340,137.00	34,013.70
Rock Valley Ag & Oilfield Services	6,315.75	631.58
Rocky Ridge Enterprises	1,961.26	1,941.65
Ron Althouse	1,137.96	1,126.58
Rosa, Donna	405.81	401.75
Rosaasen Farms Ltd.	6,468.30	3,960.00
Roth, Dennis	17,298.42	3,960.00
Rothsay	13,591.83	3,960.00
Rowat, Victor	250.00	247.50
RSC Equipment Rental of Canada Ltd.	8,147.70	814.77
Rupiper Joe	11,393.91	3,960.00
Rustad, Roy	1,056.54	1,045.97
Ryan Transport	85.00	84.15
Ryhorski, David	8,457.55	3,960.00
S.E.C. Repro Inc.	887.93	879.05
Sakundiak, Ivan	21,693.90	3,960.00
Salmond, Neil	19,024.06	3,960.00
Sask Pork	189,258.64	18,925.86
Sask Workers' Comp Board	206,557.63	20,655.76
Saskatchewan Ag & Food-Hog Pro	4,621,003.99	462,100.40
Saskatchewan Pulse Growers	5,105.61	3,960.00
Saskatchewan Transportation Co	7,709.25	3,960.00
Saskatoon Processing Co.	75,413.10	7,541.31
SaskEnergy	192,930.15	19,293.02
SaskPower	784,516.85	78,451.69
SaskTel	80,663.49	8,066.35
Saufert, Fern	3,940.95	3,901.54
Saufert, Michael	1,773.43	1,755.70
Sawchuk, Cameron	40,708.40	4,070.84
Sawchuk, Craig	1,720.40	1,703.20
Sawin, Randy	2,522.40	2,497.18
Scale Solutions Inc.	4,930.24	3,960.00
Scaletech Systems	10,246.03	3,960.00
Schenn's Farm Supply	187.00	185.13
Schrader, Richard	38,570.25	3,960.00
Schulz, Victor	6,567.21	3,960.00
Scott Equipment Co.	962.56	952.93
Scrimbit, James	7,290.79	3,960.00

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Seaton Farms Inc.	1,811.29	1,793.18
Semeschuk, Tim	3,250.91	3,218.40
Serdachny, Larry	36,314.33	3,960.00
Serhan Farms	27,733.79	3,960.00
SGI - Auto	234.64	232.29
Shafer Commodities Inc.	1,060,880.71	106,088.07
Shaunavon Coop	80.57	79.76
Shedlowski, Harvey	597.69	591.71
Shewchuk, Daren	1,573.59	1,557.85
Shewchuk, Mike	8,099.65	3,960.00
Shewchuk, Phillip	7,411.03	3,960.00
Shewchuk, Sergey	1,063.44	1,052.81
Shumlanski, Nelson	1,260.51	1,247.90
Sioux-Preme Packing Co.	423.37	419.14
Sliva, Lorne	1,581.87	1,566.05
Slobodian Pharmacy Ltd.	34.44	34.10
Smit, Casey	68,800.00	6,880.00
Smith Steel Inc.	396.99	393.02
Smith, James	3,156.23	3,124.67
Smoky Ridge Farms Ltd	4,339.91	3,960.00
Sorenson, Craig	122.74	121.51
South 20 Dodge Chrysler Ltd.	65.10	64.45
Southern Digital Computers Ltd.	499.95	494.95
Sowa Brothers	12,379.81	1,237.98
Sparks Farms	7,020.51	3,960.00
Sportsman Motel	661.01	654.40
Sprucelane Acres Ltd.	834.42	826.08
Srigley, Frank	12,928.14	3,960.00
Stacheruk, Sid	5,413.55	3,960.00
Staiert Farm Partnership	14,813.07	3,960.00
Standard Construction Ltd.	256.79	254.22
Staples # 151	222.94	220.71
Staples #167	431.55	427.23
Star Phoenix	1,090.89	1,079.98
Statchuk, Karren	767.87	760.19
State Chemical Ltd.	1,470.70	1,455.99
Steel-Craft Door Sales	440.00	435.60
Stefanyshyn, Richard	40,776.00	4,077.60
Stegemann Farms	2,175.62	2,153.86

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Steppan, Irene	4,574.09	3,960.00
Steve's Livestock Transport	234,807.80	23,480.78
Stockdale's Electric Motor Cor	39,875.67	3,987.57
Sturgis Chuckwagon Diner	935.93	926.57
Sturgis Service Ltd.	116.00	114.84
Success Office Systems	223.63	221.39
Suknasky, Bert	748.96	741.47
Sunn Industries Ltd.	1,692.50	1,675.58
Sunset Enterprises	367.97	364.29
Super 8 Motel - Saskatoon	512.24	507.12
Superior Propane Inc.	57,089.46	5,708.95
Superior Safety Inc. (Formerly: Mid-North Safety)	5,663.14	566.31
Sutherland Radiator	2,807.70	2,779.62
Sutter Farming	2,828.40	2,800.12
Suwinski, Leonard	7,134.66	3,960.00
Swan Valley Veterinary Clinic	4,828.81	3,960.00
Swan Wood Shavings Inc.	7,008.76	3,960.00
Swetleshnoff, Dale	18,793.69	3,960.00
Swetleshnoff, John	1,304.34	1,291.30
Swiderski, Gerald	40,964.01	4,096.40
Swiderski, Wayne	3,976.22	3,936.46
Swine Robotics, Inc.	4,657.43	465.74
Swine Vet Center, PA	725.18	717.93
T & K Auto Clinic	863.70	855.06
T. Boyes Seeds Inc.	3,639.47	3,603.08
Tamme, Shawn	15,628.44	3,960.00
Teale, Lenard	420.00	415.80
Team Gulka Farms	1,400.35	1,386.35
Temple, Harvey & Ken	1,701.85	1,684.83
Tessmer, Ernie	2,327.27	2,304.00
The Weyburn Review	164.87	163.22
The Whistle Stop	1,197.50	1,185.53
Thompson Travel	2,266.00	2,243.34
Thorpe, Dereck & Troy	6,583.24	3,960.00
Thrifty Market	2,512.85	2,487.72
Tim Vogl Trucking Inc.	4,664.49	3,960.00
Tisdale Disposals	460.74	456.13
Tisdale Farm Parts Ltd.	280.00	277.20
Tisdale Motor Rewinding (1984) Ltd.	1,466.85	1,452.18

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Toman Ag Ventures	2,602.55	2,576.52
Tonn Farms Ltd.	3,221.07	3,188.86
Tool Zone Ltd. (Formerly:Mr. Tool Warehouse Ltd.)	357.01	353.44
Toovey, Ronald	4,093.86	3,960.00
Torgerson, Melvin	1,062.87	1,052.24
Town Coffee Services	891.00	882.09
Town of Ogema	3,765.07	3,727.42
Town of Porcupine Plain	245.27	242.82
Town of Preeceville	182.50	180.68
Town of Sturgis	37.83	37.45
Townsend, Gordon	5,574.86	3,960.00
Traders Tec-System Controls	378.00	374.22
Treeline Heavy Duty Truck & Trailer Parts	3,425.72	3,391.46
Trewin Farm Corp.	36,899.22	3,960.00
Triple R Satellite	217.50	215.33
True Value Hardware - Humboldt	498.32	493.34
Tuleta, Frank & Marie	3,663.81	3,627.17
Tvait, Stan	9,039.97	3,960.00
Twi-Lite Tire & Service Ltd.	15,670.72	3,960.00
u&s	135.31	133.96
Uni-Jet Industrial Pipe Services Ltd.	2,189.60	2,167.70
Union Securities Ltd.	4,502.05	3,960.00
University of Montreal	220.00	217.80
University of Saskatchewan	6,057.17	3,960.00
Valley Sports & Hardware	1,255.69	1,243.13
Van Houtte Coffee Services Inc. (Co.58)	96.00	95.04
Vandaele Seeds Ltd.	3,705.20	3,668.15
Vanin, Jerry	28,338.69	3,960.00
Varifan	4,694.34	3,960.00
Varsteel Ltd.	1,522.50	1,507.28
Verbeurgt, Arnold	833.84	825.50
Veregin, Clarence	346.50	343.04
Veregin, Donald	386.14	382.28
Versa Frame Inc	4,752.00	475.20
Vetoquinol N.A. Inc.	56,555.53	5,655.55
Village of Invermay	609.04	602.95
Viterra (formerly Agricore United)	447,185.66	44,718.57
Vogel, Bernie	3,545.27	3,509.82
Vogel, Jordan	864.21	855.57

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Wadena Royal Can. Legion #62	100.28	99.28
Wadena Steel & Supply Ltd.	1,644.78	1,628.33
Wagner's Yard Care	997.50	987.53
Waite, Laurie	5,557.20	3,960.00
Walbern Agri-Systems Sask Ltd.	56,541.59	5,654.16
Walinga Inc.	1,156.37	1,144.81
Walker, Orland	17,549.05	3,960.00
Wallen, Darcy	15,185.55	3,960.00
Walowski, Frank	6,099.38	3,960.00
Ward, Jim	799.91	791.91
Warman Veterinary Services	1,539.38	1,523.99
Water World Industries Inc.	12,385.11	3,960.00
Watermark Consulting Ltd.	8,730.75	3,960.00
Weekes Hotel	1,620.40	1,604.20
Werk Farms Ltd.	7,136.42	3,960.00
West End Garage	4,622.74	3,960.00
Westbank Land and Enterprises	3,455.81	3,421.25
Westburne Electric Supply	1,660.09	1,643.49
Western Commodities Trading Inc.	586,577.32	58,657.73
Western Producer	608.58	602.49
Wheatbelt Sales	3,332.68	3,299.35
Wheelers Transport (2001) Ltd.	2,232.73	2,210.40
Wheelers Wholesale Ltd.	5,378.63	3,960.00
Whiteline Autobody	160.65	159.04
Whyte, Keith Est.	1,431.01	1,416.70
Wiebe, Bruce & Laurie	1,995.84	1,975.88
Wilkins, Craig	1,341.79	1,328.37
Willowgate Farms	4,530.59	3,960.00
Willson, Robert & Linda	3,659.59	3,622.99
Wilson, Graham	15,986.46	3,960.00
Wilson, Richard	15,093.59	3,960.00
Wionzek, Randy	4,003.96	3,960.00
WLT Distributors Inc	243,797.36	24,379.74
Wolseley Mechanical Group	563.13	557.50
Worker's Compensation Board of Manitoba	3,665.73	3,629.07
Worobetz, Austyn	5,620.00	3,960.00
WWR Omelchuk Farms	1,612.91	1,596.78
Wyeth Animal Health	197,973.55	19,797.36
Wynyard Advance	126.00	124.74

Big Sky Farms
Schedule of Distribution

Creditor	Claim Amount	Distribution Amount
Wyonzek, Walter	3,562.47	3,526.85
Xplornet	10,130.32	1,013.03
Yacyshyn, Joe	2,904.04	2,875.00
Yasinski, Ed	141.30	139.89
Yauck, Kevin	12,996.00	1,299.60
Yelland, Brian	3,556.70	3,521.13
Yelland, Steven	21,774.84	3,960.00
Yorkton This Week	145.66	144.20
Yuen's Cellular Centre	142.78	141.35
Yurkiw, Wayne	612.21	606.09
Zavislak, Terry	7,686.42	3,960.00
Zbeetneff, Michael	514.47	509.33
Zeleny, Bill	875.85	867.09
Zubot Farms Ltd.	2,223.96	2,201.72
Subtotal	**24,769,825.55**	**3,829,028.19**
Sub-debt Holders		
CIC Asset Management	4,471,231.00	447,123.10
Cliff Wiegers	76,877.54	7,687.75
FCC Ventures	2,529,485.00	252,948.50
Florian Possberg	778,595.00	77,859.50
Golden Opportunities Fund Incorporated	2,562,311.48	256,231.15
Subtotal	**10,418,500.02**	**1,041,850.00**
Total	**35,188,325.57**	**4,870,878.19**

Big Sky Farms
Disputed Claims Reserve

Creditor	Claim Amount	Distribution Amount
Farmer's Co-operative (Hinton) Company	413,099	41,310
Big Sky Finishers (No. 1) Inc.	9,629,637	962,964
M.C. Alberta Contractors Ltd.	2,373,796	237,380
	12,416,532.14	**1,241,653.21**

APPENDIX "B"

SECOND AMENDED PLAN

CANADA)
PROVINCE OF SASKATCHEWAN)

Q.B.G. No. 1461 of 2009

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

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.

SECOND AMENDED & RESTATED PLAN OF COMPROMISE AND ARRANGEMENT OF BIG SKY FARMS INC., DRYCAST SYSTEMS INC. and BIG SKY MANAGEMENT CONSULTING CORP.

MARCH 15~~FEBRUARY 8~~, 2010

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In this Plan (including the Schedules hereto), unless otherwise stated or unless the subject matter or context otherwise requires, capitalized words used have the meanings ascribed to them in Schedule "A".

1.2 Article and Section Reference

The terms "this Plan", "hereof', "hereunder", "herein", and similar expressions refer to this Plan, and not to any particular article, section, subsection, paragraph or clause of this Plan, and include any variations, amendments, modifications or supplements hereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, paragraph or clause of this Plan.

1.3 Extended Meanings

In this Plan, where the context so requires, any word importing the singular number shall include the plural and vice versa, and any word or words importing gender shall include all genders.

1.4 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, paragraphs and clauses and the insertion of a table of contents and headings are for convenience of reference and shall not affect the construction or interpretation of this Plan.

1.5 Inclusive Meaning

As used in this Plan, the words "include", "includes", "including" or similar words of inclusion means, in any case, those words as modified by the words "without limitation" and "including without limitation"; so that references to included matters shall be regarded as illustrative rather than exhaustive.

1.6 Currency

Unless otherwise stated herein, all references to currency in this Plan are to lawful money of Canada. For the purposes of voting or distribution, any Affected Claim shall be denominated in Canadian Dollars and all distributions under this Plan shall be paid in Canadian Dollars. Any Affected Claim in a currency other than Canadian Dollars must be converted to Canadian Dollars, and such amount shall be regarded as having been converted at the spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian Dollars as at noon on the CCAA Filing Date, which rate for greater certainty for the conversion of US dollars to Canadian Dollars is $1.00 CDN = $0.9508 US.

1.7 Statutory References

Any reference in this Plan to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time to the date of this Plan and any statute or regulation that supplements or supersedes such statute or regulation to the date of this Plan.

1.8 Successors and Assigns

The rights, benefits and obligations of any Person named or referenced in this Plan shall be binding on and shall enure to the benefit of any heir, administrator, executor, legal personal representative, successor or assign, as the case may be, or a trustee, receiver, interim receiver, receiver and manager, liquidator or other Person acting on behalf of such Person, as permitted hereunder.

1.9 Governing Law

This Plan, and each of the documents contemplated or delivered under or in connection with this Plan, shall be governed by and construed and interpreted in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, without regard to any conflict of law provision that would require the application of the law of any other jurisdiction. Any dispute or issue in connection with, or related to the interpretation, application or effect of this Plan and all proceedings taken in connection with this Plan and its revisions shall be subject to the exclusive jurisdiction of the CCAA Court.

1.10 Determinative Document

Where conflict or dispute arises in interpretation, application or any other matter as between the Plan and any other document attempting to explain or summarize the content of the Plan, the Plan shall be determinative for all matters in dispute.

1.11 Severability of Plan Provisions

If any provision of this Plan is or becomes illegal, invalid or unenforceable on or following the Plan Implementation Date in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Plan, or the legality, validity or enforceability of that provision in any other jurisdiction.

1.12 Timing Generally

Unless otherwise specified, all references to time herein, and in any document issued pursuant hereto, shall mean local time in Saskatoon, Saskatchewan and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Central Standard Time) on such Business Day.

1.13 Time of Payments and Other Actions

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the payment to the next succeeding Business Day if the last day of the period is not a Business Day. Wherever any payment to be made or action to be taken under this Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

1.14 Schedules

The following are the Schedules to this Plan, which are incorporated by reference into this Plan and form an integral part hereof:

Schedule "A" – Definitions

Schedule "B" – Restructuring Transactions

Schedule "C" – Form of Monitor's Plan Certificate

Schedule "D" – Form of Monitor's Discharge Certificate

Schedule "E" – CCAA Initial Order

Schedule "F" – Claims Process Order

Schedule "G" – Distribution Option Election

ARTICLE II - PURPOSE OF THE PLAN

2.1 Background of the Plan

The circumstances and events leading to the CCAA Proceeding and the development of this Plan are described in the Information Circular sent to Persons in connection with the Creditors' Meeting and this Plan.

2.2 Purpose

The purpose of this Plan is:

(a) to effect a compromise and arrangement of the Affected Claims of Affected Creditors as against the Applicants; and

(b) to complete a reorganization of the business and affairs of the Applicants by implementing the Restructuring Transactions.

The Plan seeks to achieve a balance of the equities of the stakeholders of the Applicants by: (i) providing an immediate return on the Affected Claims of Affected Creditors that is superior to that available to the Affected Creditors under alternative insolvency proceedings; (ii) effecting the Restructuring Transactions in order to modify the corporate structure and equity holdings and rights in respect of the Applicants with a view to creating an efficient, viable and stable business structure for the Applicants in the future; and (iii) enabling the business of the Applicants to continue, in the expectation that a greater benefit will be derived from the continued operation of the business of the Applicants for the holders of Affected Claims and for the rural communities within the Provinces of Saskatchewan and Manitoba, Canada, and the State of Iowa, U.S.A., in which the Applicants operate.

ARTICLE III – CLASSIFICATION OF AFFECTED CREDITORS

3.1 Classification

For the purpose of voting and receiving distributions pursuant to this Plan, there shall only be one class of creditors, which shall be comprised solely of Affected Creditors.

ARTICLE IV - CLAIMS

4.1 Persons Affected by the Plan

On the Plan Implementation Date, this Plan shall affect and be binding upon the Applicants, the Existing Common Shareholders, the Affected Creditors and their respective heirs, administrators, executors, legal personal representatives, successors and assigns, as the case may be. For greater certainty, this Plan shall not affect or be binding upon any Excluded Claims.

4.2 Claims Unaffected by the Plan

This Plan shall not compromise, release or otherwise affect the following Claims and rights that arise in respect thereof (collectively, the "**Excluded Claims**"):

(a) Claims of the Senior Secured Lenders;

(b) Claims secured by the CCAA Charges;

(c) Secured Claims (apart from the Sub-Debt Claims, the Capital Lease Deficiency Claims and the Saskatchewan Hog Loan Claim);

(d) Claims of Employees, save and except for Employee Restructuring Claims;

(e) any Claim or portion of a Claim arising from a cause of action for which the applicable Applicant is covered by insurance, but only to the extent of that coverage;

(f) Claims for goods and/or services provided to the Applicants on or after the CCAA Filing Date;

(g) any other Claim arising solely as a result of events occurring after the CCAA Filing Date (other than Subsequent Claims); and

(h) such portion, if any, of the Claim of an agricultural supply dealer of livestock feed or other agricultural supplies (a "**US Feed Supplier**") based in the United States of America for the purchase price of feed or other supplies in the amount owed to the US Feed Supplier as of November 10, 2009, secured by a lien upon the livestock consuming the feed, or the proceeds thereof, in circumstances in which:

(i) such US Feed Supplier has filed a UCC financing statement in the Office of the Secretary of State of Iowa against Big Sky Farms that meets all applicable filing requirements within thirty-one (31) days after the date Big Sky Farms purchased the livestock feed or other agricultural supply for which the US Feed Supplier remains unpaid;

(ii) such US Feed Supplier has, on or before December 31, 2009, delivered to counsel for Big Sky Farms, the Monitor and the Senior Secured Lenders, and filed with the US Bankruptcy Court, a written notice indicating that such US Feed Supplier asserts an agricultural supply dealer lien claim having equal priority with, or superior priority over, the Liens of the Senior Secured Lenders pursuant to sections 570A.2(3), 570A.4 and 570A.5 of Chapter 570A of the Iowa Code, together with supporting documents and authorities;

(iii) on or before January 7, 2010 (or such later date as may be agreed to in writing between the Applicants, the Monitor, the Senior Secured Lenders and the US Feed Supplier), Big Sky Farms and the Senior Secured Lenders have delivered to counsel for US Feed Supplier and the Monitor, and filed with the US Bankruptcy Court, a response to US Feed Supplier's agricultural supply dealer lien claim; and

(iv) on or before January 31, 2010 (or such later date as may be agreed to in writing between the Applicants, the Monitor, the Senior Secured Lenders and the US Feed Supplier), either the Senior Secured Lenders have acknowledged in writing that such portion of the Claim of such US Feed Supplier is secured by a valid and perfected agricultural supply dealer lien with equal or superior priority referred to in paragraph 4.2(h)(ii) hereof, or the US Bankruptcy Court has entered a final and binding determination, on notice to Big Sky Farms, the US Feed Supplier, the Monitor and the Senior Secured Lenders, that such portion of the Claim of such US Feed Supplier is secured by a valid and perfected agricultural supply dealer lien with equal or superior priority referred to in paragraph 4.2(h)(ii) hereof.

Subject to the provisions of this Plan, Excluded Claims will be paid or dealt with in accordance with the Restructuring Transactions, the arrangements between the Applicants and the holders of such Excluded Claims in effect on the CCAA Filing Date or such other arrangement as may be mutually agreed between the applicable parties.

4.3 No Vote or Distribution in Respect of Excluded Claims

No holder of an Excluded Claim shall be entitled to vote on or receive any distributions under this Plan in respect of such Excluded Claim.

4.4 Claims Filed by Holders of Excluded Claims

Where a Proof of Claim has been filed with the Applicants or the Monitor by any Person in respect of an Excluded Claim, whether pursuant to the Claims Process Order or otherwise, such Proof of Claim shall be deemed to be disallowed for voting and distribution purposes with no further action required by the Applicants or the Monitor and neither the Applicants nor the Monitor shall have any further obligation in respect of such Proof of Claim.

4.5 Defences to Excluded Claims

Nothing in this Plan shall affect the Applicants' rights and defences, both legal and equitable, with respect to any Excluded Claims or any rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Excluded Claims.

4.6 Subsection 6(3) CCAA Requirements – Certain Crown Claims

All Special Crown Claims in respect of all amounts that were outstanding at the CCAA Filing Date or that were related to the period of time ending on the Plan Implementation Date shall be paid in full to the Crown within six months of the Sanction Order, as required by Section 6(3) of the CCAA.

4.7 Subsection 6(5) CCAA Requirements

All payments required by subsection 6(5) of the CCAA shall be paid forthwith following the Plan Implementation Date. Except in regard to Employee Restructuring Claims, Employees shall continue to be paid and treated in accordance with their contracts of employment and rights. For greater certainty, nothing in this Plan shall affect the rights of continuing Employees in respect of, or in regard to the timing of, the payment of vacation pay.

4.8 Subsection 6(6) CCAA Requirements

All payments required by subsection 6(6) of the CCAA shall be paid forthwith following the Plan Implementation Date.

4.9 No Payment On Account of Equity Claims

No payment on account of equity claims (as such term is defined in the CCAA) shall be made under this Plan. In accordance with this Plan, the interests of the Existing Common Shareholders shall be reduced to a 5% interest in the equity of the Applicants (or the successors in interest of the Applicants) on the Plan Implementation Date.

ARTICLE V - TREATMENT OF AFFECTED CREDITORS

5.1 Voting for Holders of Proven Voting Claims

For the purposes of considering and voting on the Plan, each Affected Creditor shall be entitled to vote on this Plan at the Creditors' Meeting, to the extent of the amount of his, her or its Proven Voting Claim.

5.2 Treatment of Proven Distribution Claims

(a) On the Distribution Date, the Monitor shall distribute to each Affected Creditor with a Proven Distribution Claim, in full satisfaction of such Affected Creditor's Affected Claim, at the option of each Affected Creditor (but subject to subsections 5.2 (b), (c) and (d) hereof) a cash distribution equal to either:

(i) a fixed distribution comprising $3,960.00 (a "**Fixed Distribution**") or 99% of the Proven Distribution Claim of the Affected Creditor, whichever is less; or

(ii) a percentage distribution (a "**Percentage Distribution**") comprising ten per cent (10%) of the Proven Distribution Claim of the Affected Creditor.

(b) Each Affected Creditor with a Proven Distribution Claim of $4,000.00 or less shall be deemed to have elected to receive a cash distribution equal to 99% of the Proven Distribution Claim of such Affected Creditor and to have cast its Proven Voting Claim as an Affirmative Vote (that is, in favour of the Plan).

(c) Each Affected Creditor with a Proven Distribution Claim of more than $4,000.00 shall elect whether such Affected Creditor shall receive a Fixed Distribution or a Percentage Distribution in regard to such Proven Distribution Claim by delivering to the Monitor on or before the Distribution Option Deadline a properly completed and duly executed Distribution Option Election. In the event that an Affected Creditor fails to deliver a Distribution Option Election in accordance with the timeframe specified in this subsection 5.2(c), such Affected Creditor shall be deemed to have elected to receive a Percentage Distribution in respect of such Proven Distribution Claim.

(d) An Affected Creditor with a Proven Distribution Claim of more than $4,000.00 that elects to receive a Fixed Distribution in regard to such Proven Distribution Claim shall be deemed to have cast its Proven Voting Claim as an Affirmative Vote (that is, in favour of the Plan).

(e) An Affected Creditor with a Disputed Claim shall not be entitled to receive a distribution under this Plan in respect thereof unless and until such Disputed Claim becomes a Proven Distribution Claim.

(f) Upon the filing with the Court by the Monitor of the Monitor's Distribution Funding Payment Receipts Certificate, each Affected Claim will be compromised.

5.3 Treatment of Sub-Debt Claims

(a) The Sub-Debt Holders have agreed to the treatment of the Sub-Debt Claims as Affected Claims in accordance with the Plan and the Sub-Debt Claims shall be so treated under the Plan.

(b) The Sub-Debt Holders have elected to, and shall, receive a Percentage Distribution in regard to their Affected Claims and have agreed to, and shall, contribute the Sub-Debt Holders' entire Percentage Distribution to the Applicants in return for the Sub-Debt Holders' Equity Interest, being 90% of the common shares of the reorganized Applicants, effective as of the Plan Implementation Date.

5.4 Monitor's Distribution Funding Payments Receipt Certificate

(a) Upon the Monitor receiving from the Applicants the Distribution Funding Payments, the Monitor shall cause a certificate to that effect (the "**Monitor's Distribution Funding Payments Receipt Certificate**") to be filed in Court.

ARTICLE VI - PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Disputed Claims

(a) The fact that a Disputed Claim is allowed for voting purposes as a Proven Voting Claim shall not preclude the Applicants and the Monitor from disputing the Disputed Claim for distribution purposes as a Proven Distribution Claim. If it is determined by Monitor, for it to be necessary and advisable for the Monitor to do so in order to facilitate the orderly and efficient administration of the Plan, then Distributions in relation to any Disputed Claim in existence at the Distribution Date will be held in escrow by the Monitor in the Disputed Claims Reserve until settlement or final determination of the Disputed Claim in accordance with the Claims Process Order and this Plan.

(b) To the extent that any Disputed Claim becomes a Proven Distribution Claim in accordance with this Plan, the Monitor shall distribute (on a date to be determined by the Applicants in consultation with the Monitor) to the holder of such Proven Distribution Claim from the Disputed Claims Reserve the distribution such Affected Creditor would have been entitled to receive in respect of its Proven Distribution Claim on the Distribution Date had such Claim not been a Disputed Claim on the Distribution Date. To the extent that any Disputed Claim or a portion thereof has become a Disallowed Claim after the Distribution Date, then the distribution contemplated by Section 5.2 shall be limited to that portion of the Affected Claim that constitutes a Proven Distribution Claim.

6.2 Distributions by the Monitor

(a) All cash distributions to be made under this Plan to an Affected Creditor shall be made by the Monitor by cheque and will be sent, via regular mail, to such Affected Creditor to the address specified in the Proof of Claim filed by such Affected Creditor or such other address as the Affected Creditor may from time to time provide to the Monitor in accordance with Section 12.8 of this Plan.

(b) In the event that a Disputed Claims Reserve is established, then distribution of amounts held in the Disputed Claims Reserve in respect of the Disputed Claims which become Disallowed Claims after the Effective Time shall be made by the Monitor in accordance with Section 6.1(b) of this Plan.

6.3 Interest on Affected Claims

No interest or penalties shall accrue or be paid on an Affected Claim from and after or in respect of the period of time following the CCAA Filing Date and no holder of an Affected Claim shall be entitled to any interest in respect of such Affected Claim accruing on or after or in respect of the period of time following the CCAA Filing Date. All interest accruing on any Affected Claim after or in respect of the period of time following the CCAA Filing Date shall be forever extinguished and released under this Plan.

6.4 Distributions In Respect of Transferred or Assigned Claims

The Applicants and the Monitor shall not be obligated to deliver any distributions under this Plan to any transferee or assignee of an Affected Claim unless a Proof of Assignment has been delivered to the Monitor and the Applicants no later than five (5) Business Days prior to the Distribution Date, and in any event, in accordance with the Claims Process Order.

6.5 Undeliverable and Unclaimed Distributions

(a) If any Affected Creditor entitled to a cash distribution pursuant to this Plan cannot be located by the Applicants on the Distribution Date, or if any delivery or distribution to be made pursuant to Section 6.2 of this Plan is returned as undeliverable, such cash shall be set aside by the Monitor and deposited in a segregated account to be maintained by the Monitor. If such Affected Creditor is located by the Applicants within six (6) months after the Distribution Date, such cash shall be distributed, without interest earned thereon, to such Affected Creditor.

(b) If such Affected Creditor cannot be located by the Applicants or if any delivery or distribution to be made pursuant to Section 6.2 of this Plan is returned as undeliverable, or in the case of any distribution made by cheque, the cheque remains uncashed, for a period of more than six (6) months after the Distribution Date, or the date of delivery or mailing of the cheque, whichever is later, the Affected Claim of any Affected Creditor with respect to such undelivered or unclaimed distribution shall be discharged and forever barred, notwithstanding any federal or provincial laws to the contrary and any such cash allocable to the undeliverable or unclaimed distribution, shall be released by the Monitor to the Applicants, free and clear of any claims of said Affected Creditor or any other Persons and their respective successors and assigns. Nothing contained in this Plan shall require any Applicant and/or the Monitor to attempt to locate any holder of any undeliverable or unclaimed distributions.

6.6 Tax Matters

(a) *Allocation of Distributions.* All distributions made pursuant to this Plan in respect of a Proven Distribution Claim shall be applied first in consideration for accrued and unpaid interest and penalties, if any, which form part of such Proven Distribution Claim, and secondly in consideration of the outstanding principal amount of such Proven Distribution Claim. Notwithstanding any other provision of this Plan, including subsection 6.6(b) below, each Affected Creditor that is to receive a distribution or payment pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any Authorized Authority on account of such distribution.

(b) *Withholding Rights.* All distributions hereunder shall be subject to any withholding and reporting requirements imposed by any Applicable Law or any Taxing Authority and the Applicants shall direct the Monitor, on behalf of the Applicants, to deduct, withhold and remit from any distributions hereunder payable to an Affected Creditor or to any Person on behalf of any Affected Creditor, such amounts as the Applicants determine that they or the Monitor, on behalf of the Applicants, are: (i) required to deduct and withhold with respect to such payment under the ITA or any provision of Applicable Law, in each case, as amended or succeeded; or (ii) entitled to withhold under section 116 of the ITA or any corresponding provisions of provincial law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the Affected Creditor in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Taxing Authority.

ARTICLE VII - IMPLEMENTATION OF THE PLAN

7.1 Funding of Distributions

(a) Prior to the Plan Implementation Date, the Applicants will pay to the Monitor an amount ~~of money~~ sufficient to fund the Plan Distribution Fund, the Disputed Claims Reserve (if any) and the payment of the distributions contemplated by Section 5.2 hereof, each such amount as estimated by the Applicants and the Monitor (the "**Distribution Funding Payments**").

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(b) Subject to Article 7.1(c) hereof, t~~T~~he Distribution Funding Payments to be made by the Applicants to the Monitor shall be in the form of either:

(i) one or more ~~a~~ certified cheques, bank drafts or solicitor's trust cheques payable to the Monitor (the "**Cash Distribution Funding Payments**"); or

one or more~~a~~ promissory notes granted by the Applicants to the Monitor, secured by a court-ordered charge on the assets of the Applicants (satisfactory to the Monitor as to form and content) ranking in priority to all other claims against the assets of the Applicants, save and except for the Administration Charge (the "**Promissory Note Distribution Funding Payments**").~~;~~

(ii)

(c) A minimum of at least $3,5000,000.00 worth of t~~T~~he Distribution Funding Payments shall be made by the Applicants in the form of Cash Distribution Funding Payments.

(d) The Monitor shall hold the Distribution Funding Payments in trust for distribution as provided herein.

~~the Applicants paying to the Monitor an amount of money sufficient to fund the Distribution Funding Payments and/or the Court to have granted the Monitor a first-ranking charge (subject only to the Administration Charge) over all assets of BSF pursuant to the terms of the Initial Order in an amount sufficient to secure the gross amount of the Distribution Funding Payments;~~

7.2 Restructuring Transactions

(a) *Effective on Plan Implementation.* On the Plan Implementation Date, the Restructuring Transactions described in Schedule "B" hereto shall be consummated and shall become effective, substantially in the manner and on the terms set out therein (collectively, the "**Restructuring Transactions**").

(b) *Sanction Order and Articles of Reorganization.* The Restructuring Transactions shall be effected pursuant to the Plan, the 2010 Credit Agreement, the Sanction Order, Orders made pursuant to section 185 of the SBCA, the Articles of Reorganization and the Limited Partnership Agreements.

(c) *Condition of Plan Implementation.* The consummation and implementation of the Restructuring Transactions is a condition to any distribution to Affected Creditors under the Plan.

(d) *Additional Condition of Plan Implementation:* The receipt by the Sub-Debt Holders of the Sub-Debt Holders' Equity Interest is a condition to the Implementation of the Plan.

(e) *Other Steps.* The actions to effect the Restructuring Transactions shall include the completion of the Articles of Reorganization and/ or the Limited Partnership

Agreements (but in the latter case, subject to the conditions contained in Schedule "B" to this Plan), and may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are not inconsistent with the terms of the Plan and that satisfy the applicable requirements of Applicable Law; (ii) the execution and delivery of appropriate resolutions, instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms not inconsistent with the terms of the Plan; (iii) the execution and delivery of appropriate subscriptions, resolutions, instruments, agreements and other documents in connection with the issuance of equity, options or other interests in any entity and the lending or borrowing of money by any entity on terms not inconsistent with the terms of the Plan, (iv) the filing of appropriate certificates or articles of incorporation, reincorporation, reorganization, merger, consolidation, conversion or dissolution pursuant to Applicable Law; and (v) all other actions that the applicable entities determine to be necessary and appropriate, including making filings or recordings that may be required by Applicable Law in connection with the Restructuring Transactions.

(f) All entities, instruments, certificates, agreements and other documents referred to in this section 7.2 otherwise required to effect the Restructuring Transactions shall be in form and substance acceptable to the Applicants, the Monitor and the Senior Secured Lenders (and, in the case of agreements to which the Sub-Debt Holders are a party, shall be in form and substance acceptable to the Sub-Debt Holders).

7.3 Post-Plan Implementation Date Obligations

Following the Plan Implementation Date, the Applicants, the Senior Secured Lenders, the Sub-Debt Holders and the Existing Common Shareholders shall have the rights and obligations described in Schedule "B" hereto and any such party may seek one or more Orders from the CCAA Court further to the Sanction Order in respect of any matters described in such Schedule.

7.4 Effective Time and Date of Asset Transfers

Notwithstanding any other provision of this Plan, the time and date on which the transfers of assets from Big Sky Farms to the Operating Partnerships that may be effected pursuant to the Restructuring Transactions shall become legally effective shall be either:

(a) 12:01 a.m. (Central Standard Time) on the Plan Implementation Date; or

(b) 12:02 a.m. (Central Standard Time) on the Plan Implementation Date;

whichever of these two dates and times are designated in writing by the Applicants (with the consent of the Senior Secured Lenders) in a certificate delivered by the Applicants to the Monitor and filed by the Applicants with the Court (the "**Asset Transfer Timing Certificate**"), such Asset Transfer Timing Certificate to be delivered to the Monitor and filed with the Court by the Applicants at or before 4:00 p.m. (Central Standard Time) on the Plan Implementation Date.

ARTICLE VIII - CREDITORS' MEETING

8.1 Conduct of Creditors' Meeting

The Creditors' Meeting in respect of the class of Affected Creditors to consider and vote on this Plan shall be held and conducted by the Applicants and the Monitor in accordance with the terms of the Creditors' Meeting Order.

8.2 Acceptance of Plan

If this Plan is approved by the Required Majority of Creditors, this Plan shall be approved and shall be deemed to have been agreed to, accepted and approved by each of the Affected Creditors and shall be binding upon all Affected Creditors.

ARTICLE IX - CONDITIONS OF PLAN IMPLEMENTATION

9.1 Sanction Order

If this Plan is approved by the Required Majority of Creditors, the Applicants shall bring a motion before the CCAA Court for the Sanction Order, which Sanction Order shall provide, among other things:

(a) (i) that this Plan has been approved by the Required Majority of Creditors of the Affected Creditors Class entitled to vote at the Creditors' Meeting in conformity with the CCAA; (ii) the Applicants have acted in good faith and have complied with the provisions of the CCAA and the Orders made in the CCAA Proceedings in all respects; (iii) the CCAA Court is satisfied that the Applicants have not done nor purported to do anything that is not authorized by the CCAA; and (iv) this Plan and the transactions contemplated by it are fair and reasonable;

(b) that this Plan (including the compromises, arrangements and releases set out herein) shall be sanctioned and approved pursuant to Section 6 of the CCAA and will be binding and effective as herein set out on the Applicants, all Affected Creditors and all other Persons as provided for in this Plan or in the Sanction Order;

(c) for the implementation of the Restructuring Transactions by this Plan, the Sanction Order, the Articles of Reorganization, the 2010 Credit Agreement and/or the Limited Partnership Agreements (as the case may be);

(d) subject to the performance by the Applicants of their obligations under this Plan, and except to the extent expressly contemplated by this Plan or the Sanction Order, all obligations or agreements to which any Applicant is a party, other than agreements which were terminated or repudiated by the Applicants prior to the deadline specified in the Creditors' Meeting Order in accordance with the CCAA Initial Order, will be and shall remain in full force and effect as at the Effective Time, unamended except as they may have been amended by agreement of the parties subsequent to the CCAA Filing Date in accordance with this Plan, and no Person who is a party to any such obligations or agreements shall, following the Effective Time, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

(i) any defaults or events of default arising as a result of the insolvency of an Applicant prior to the Effective Time;

(ii) any change of control of an Applicant arising from implementation of this Plan;

(iii) the fact that any Applicant has sought or obtained relief under the CCAA or under the US Bankruptcy Code or that this Plan has been implemented by the Applicants;

(iv) the effect on any Applicant of the completion of any of the transactions contemplated by this Plan;

(v) any compromises or arrangements effected pursuant to this Plan; or

(vi) any other event(s) which occurred on or prior to the Effective Time which would have entitled any such Person to enforce those rights and remedies, subject to any express provisions to the contrary in any agreements entered into with the Applicants after the CCAA Filing Date. For greater certainty, nothing in this paragraph shall waive any obligations of any Applicant in respect of any Excluded Claim;

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

(f) the commencement or prosecution, whether directly, indirectly, derivatively or otherwise, of any demands, claims, actions, counterclaims, suits, judgment, or other remedy or recovery with respect to any Claim released, discharged or terminated pursuant to this Plan shall be permanently enjoined;

(g) the releases effected by this Plan shall be approved, and declared to be binding and effective as of the Effective Time upon all Affected Creditors, the Monitor and all other Persons affected by this Plan and shall enure to the benefit of all such Persons; and

(h) all of the CCAA Charges (save and except for the Administration Charge) shall be terminated, released and discharged effective at the Effective Time.

9.2 Conditions of Plan Implementation

The implementation of this Plan shall be conditional upon the fulfillment or waiver, where applicable, of the following conditions at or before the Effective Time:

(a) this Plan shall have been approved by the Required Majority of Creditors;

(b) the Sanction Order shall have been granted by the CCAA Court in a form acceptable to the Applicants, the Monitor and the Senior Secured Lenders and shall be in full force and effect and not reversed, stayed, varied, modified or amended;

(c) all applicable appeal periods in respect of the Sanction Order shall have expired and, in the event of an appeal or application for leave to appeal, final determination thereof shall have been made by the applicable appellate court;

(d) the US Bankruptcy Court shall have entered the US Confirmation Order;

(e) all applicable appeal periods in respect of the US Confirmation Order shall have expired and, in the event of an appeal or application for leave to appeal, final determination thereof shall have been made by the applicable appellate court;

(f) the Applicants, the Operating Partnerships and the Senior Secured Lenders shall have entered into the 2010 Credit Agreement;

(g) the Sub-Debt Holders shall have received the Sub-Debt Holders' Equity Interest;

(h) the Articles of Reorganization shall have been filed with the Authorized Authority and shall have become effective;

(i) the Applicants and/or the Operating Partnerships shall have entered into the Limited Partnership Agreements;

(j) the transactions contemplated under the Restructuring Transactions shall have been completed and effectuated, subject only to the completion of the transactions contemplated under this Plan;

(k) all approvals, orders, determinations or consents required pursuant to Applicable Law, if applicable, shall have been obtained on terms and conditions satisfactory to the Applicants, the Monitor and the Senior Secured Lenders, acting reasonably, and shall remain in full force and effect at the Effective Time;

(l) all necessary corporate action and proceedings of the Applicants shall have been taken to approve this Plan and to enable each Applicant to execute, deliver and perform its obligations under the agreements, documents and other instructions to be executed and delivered by it pursuant to this Plan, including their funding obligations pursuant to Section 7.1 hereof;

(m) all agreements, resolutions, documents and other instruments which are necessary to be executed and delivered by the Applicants, or any director or officer of any Applicant, in order to implement this Plan and perform its obligations under this Plan shall have been executed and delivered;

(n) the Senior Secured Lenders shall have delivered to the Applicants the written consent of the Senior Secured Lenders to the carrying out of the transfers of assets from Big Sky Farms to the Operating Partnerships contemplated in the Restructuring Transactions;

(o) the Applicants shall have made payment to the Monitor of the Distribution Funding Payments; and

(p) the Monitor shall have filed with the Court the Monitor's Distribution Funding Payment Receipts Certificate.

Save and except for the condition set out in Section 9.2(g) (which may only be waived by the Sub-Debt Holders), each of the other conditions set out in this Section 9.2 may be waived in whole or in part by the Applicants with the consent of the Senior Secured Lenders by written notice to the Monitor. If a condition set out above has not been satisfied or waived in accordance with this Section 9.2, then this Plan shall automatically terminate, in which case the Applicants shall not be under any further obligation to implement this Plan.

9.3 Monitor's Plan Certificate

Upon delivery of written notice by the Applicants (with the consent of the Senior Secured Lenders) to the Monitor that the conditions set out in Section 9.2 have been satisfied or waived, the Monitor shall, as soon as possible following receipt of such written notice, file the Monitor's Plan Certificate with the CCAA Court and the US Bankruptcy Court, thereby confirming that all of the conditions precedent set out in Section 9.2 have been satisfied or waived. The Monitor's Plan Certificate shall be substantially in the form attached as Schedule "C" to this Plan.

9.4 Monitor's Discharge Certificate

As soon as possible following the Plan Implementation Date, but in any event not sooner than the time contemplated in Section 9.2 of the Plan, the Monitor shall file the Monitor's Discharge Certificate with the CCAA Court and the US Bankruptcy Court, thereby confirming that, in the sole opinion of the Monitor, the Monitor has completed the duties and obligations imposed upon it by the CCAA Initial Order, the Chapter 15 Proceedings (including the US Confirmation Order) and the CCAA. Upon the filing with the CCAA Court and the US Bankruptcy Court of the Monitor's Discharge Certificate, the Monitor shall be forever discharged of its duties and obligations under the CCAA Initial Order, the Chapter 15 Proceedings (including the US Confirmation Order) and the CCAA, except for administrative matters that may arise from time-to-time.

ARTICLE X - AMENDMENTS TO THE PLAN

10.1 Amendments to Plan Prior to Approval

The Applicants reserve the right to file any variation or modification of, or amendment or supplement to, this Plan by way of a supplementary or amended and restated plan or plans of compromise or arrangement or both filed with the CCAA Court at any time or from time to time prior to the commencement of the Creditors' Meeting, provided that the Applicants obtain the prior consent of the Senior Secured Lenders to any such variation, modification, amendment or supplement. Any such supplementary or amended and restated plan or plans of compromise or arrangement or both shall, for all purposes, be deemed to be a part of and incorporated into this Plan. Any such variation, modification, amendment or supplement shall be posted on the Monitor's website (www.ey.com/ca/bigskyfarms) on the day on which it is filed with the CCAA Court and notice of same will be provided to the parties on the Service List. Affected Creditors are advised to check the Monitor's website regularly. Affected Creditors in attendance at the Creditors' Meeting will also be advised of any amendment made to this Plan.

In addition, the Applicants may propose a variation, modification of or amendment or supplement to this Plan during the Creditors' Meeting, provided that the Applicants obtain the consent of the Senior Secured Lenders to any such variation, modification, amendment or supplement, and that notice of such variation, modification, amendment or supplement is given to all Affected Creditors entitled to vote who are present in person or by proxy at the Creditors' Meeting prior to the vote being taken at the Creditors' Meeting, in which case any such variation, modification, amendment or supplement shall, for all purposes, be deemed to be part of this Plan. Any variation, amendment, modification or supplement at the Creditors' Meeting will be promptly posted on the Monitor's website (www.ey.com/ca/bigskyfarms) and filed with the CCAA Court as soon as practicable following the Creditors' Meeting.

10.2 Amendments to Plan Following Approval

After the Creditors' Meeting (and both prior to and subsequent to the obtaining of the Sanction Order), the Applicants may at any time and from time to time vary, amend, modify or supplement this Plan without the need for obtaining an Order of the CCAA Court or providing notice to the Creditors, if the Applicants, the Senior Secured Lenders and the Monitor, acting reasonably and in good faith, determine that such variation, amendment, modification or supplement is of a technical or administrative nature that would not be materially prejudicial to the interests of any of the Affected Creditors under this Plan and is necessary in order to give effect to the substance of this Plan or the Sanction Order.

ARTICLE XI- PLAN IMPLEMENTATION AND EFFECT OF THIS PLAN

11.1 Implementation

On the Plan Implementation Date, subject to the satisfaction or waiver of the conditions contained in Section 9.2 of this Plan, this Plan shall be implemented by the Applicants and shall be binding upon all Affected Creditors in accordance with the terms of this Plan and the Sanction Order.

11.2 Effect of This Plan Generally

The payment, compromise or satisfaction of any Affected Claims under this Plan, if sanctioned and approved by the CCAA Court, shall be binding upon each Affected Creditor, his, her or its heirs, executors, administrators, legal personal representatives, successors and assigns, as the case may be, for all purposes and this Plan shall constitute: (a) full, final and absolute settlement of all rights of any Affected Creditor against the Applicants in respect of the Affected Claims; and (b) an absolute release and discharge of all indebtedness, liabilities and obligations of or in respect of the Affected Claims against the Applicants and all Liens granted by the Applicants in respect thereof, including any interest or costs accruing thereon whether before or after the Filing Date.

11.3 Compromise Effective for All Purposes

No Person who has an Affected Claim as a guarantor, surety, indemnitor or similar covenantor in respect of any Affected Claim which is compromised under this Plan or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of an Affected Claim which is compromised under this Plan shall be entitled to any greater rights than the Affected Creditor whose Affected Claim was compromised under this Plan. Accordingly, the payment, compromise or other satisfaction of any Affected Claim under this Plan, if sanctioned and approved by the CCAA Court, shall be binding upon such Affected Creditor, its heirs, executors, administrators, successors and assigns for all purposes and, to such extent, shall also be effective to relieve any third party directly or indirectly liable for such indebtedness, whether as guarantor, surety, indemnitor, director, joint covenantor, principal or otherwise.

11.4 Contracts

As of the Plan Implementation Date, each contract to which any Applicant is a party as at the CCAA Filing Date, as it may have been modified, amended or varied after the CCAA Filing Date, remains in full force and effect as at the Effective Time (other than in respect of Affected Claims which are affected by this Plan) unless such contract: (a) is the subject of a Notice of Repudiation or Disclaimer; (b) has expired or terminated pursuant to its terms; or (c) has been terminated by mutual agreement of all parties thereto.

11.5 Plan Releases

On the Plan Implementation Date:

(a) The Applicants shall release and be permanently enjoined from any prosecution or attempted prosecution of any and all causes of action that any of them have or may have against any present or former director, officer, employee, or direct or indirect shareholder or partner of the Applicants; provided, however, that the foregoing shall not operate as a waiver or release from any causes of action arising out of: (i) any express contractual obligation owing by any such director, officer, employee or direct or indirect shareholder of the Applicants; or (ii) the wilful misconduct or gross negligence of such director, officer, employee, or shareholder in connection with, related to, or arising out of the CCAA Proceedings, the pursuit of sanction of this Plan, the consummation of this Plan, the administration of this Plan, or the property to be distributed under this Plan.

(b) The Applicants shall release and be permanently enjoined from any prosecution or attempted prosecution of any and all claims and causes of action which they may have against each Senior Secured Lender and each DIP Lender, and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates and representatives and their respective property in connection with (i) actions taken as or in its capacity of being a lender under the DIP Documents, as applicable, or direct or indirect owner and (ii) the CCAA Proceedings.

(c) Except as otherwise provided in this Plan or in the Sanction Order, each Senior Secured Lender and each DIP Lender and its respective legal counsel, the Monitor and its legal counsel, and any subsidiary of an Applicant, and each of their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, affiliates and representatives and their respective property shall be released from any and all claims, obligations, rights, causes of action and liabilities which the Applicants may be entitled to assert, whether for tort, fraud, contracts, violation of Applicable Laws or otherwise, whether known or unknown, foreseen or unforeseen, existing or thereafter arising, based in whole or in part upon any act or omission, transaction or other occurrence taking place on or before the Effective Time, including the negotiation, solicitation, confirmation and consummation of this Plan; provided, however, that nothing shall release any Person from any Claims, obligations, causes of action or liabilities based upon any act or omission in connection with, relating to, or arising out of the CCAA Proceedings, the pursuit of sanction of this Plan, the consummation of this Plan, the administration of this Plan, or the property to be distributed under this Plan, in each case which arise out of such Person's gross negligence or wilful misconduct.

(d) All transactions as between the Applicants and any third party, whether related or not related, at arms-length or not at arms-length, shall be deemed to be confirmed and to have been consummated at a value that is not conspicuously different than the fair market value of the property or services of the subject transactions and Sections 95 to 101 of the BIA shall hereafter have no application, authority or determinative purpose.

(e) Each holder of an Affected Claim related to the Applicants against, or equity interests in, the Applicants, and each Person or entity participating in exchanges and distributions under or pursuant to this Plan, for itself and its respective successors and assigns, as set out herein, transferees, current and former officers, directors, agents and employees, in each case in their capacity as such, shall be deemed to have released from any and all Claims and causes of action related to the Applicants against (i) each Applicant; (ii) the Senior Secured Lenders and the DIP Lenders; and (iii) any of their respective directors, officers, employees, agents, professional advisors (including legal counsel) arising prior to the Effective Time.

(f) In consideration for the obligations of the Applicants under this Plan and the distributions to be delivered in connection with this Plan, all holders of Affected Claims against or equity interests in the Applicants shall be permanently enjoined from bringing any action against the Applicants, the Senior Secured Lenders and the DIP Lenders, any subsidiary of an Applicant and any of their respective directors, officers, employees, agents, professional advisors (including legal counsel), partners, members, subsidiaries, managers, affiliates and representatives serving in such capacity as of the date of the Sanction Order, and their respective property, in respect of any claims, obligations, rights, causes of action, demands, suits, proceedings and liabilities related in any way to the Applicants, the CCAA Proceedings, this Plan or the Information Circular filed in connection with this Plan; provided, however, nothing in this section shall be construed to release or exculpate any Person from fraud, gross negligence, wilful misconduct, criminal conduct or for unauthorized use of confidential information that causes damages.

11.6 Knowledge of Claims

Each Person to whom Section 4.1 hereof applies shall be deemed to have granted the releases set forth in Section 11.5 notwithstanding that he, she or it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and such party expressly waives any and all rights that he, she or it may have under any Applicable Law which would limit the effect of such releases to those Affected Claims or causes of action known or suspected to exist at the time of the granting of the release.

11.7 Exculpation

None of (i) the Applicants; (ii) the Senior Secured Lenders and the DIP Lenders in their capacity as such; (iii) the Monitor and its legal counsel; and (iv) any of their respective directors, officers, employees, agents, professional advisors (including legal counsel) or successors and assigns, shall have or incur any liability to any holder of a Affected Claim or equity interest in the

Applicants, or other party in interest, or any of their respective members, officers, directors, employees, professional advisors (including legal counsel) or agents or any of their successors and assigns, for any act or omission in connection with, related to, or arising out of the CCAA Proceedings, the pursuit of sanction of the Plan, the consummation of this Plan or the administration of this Plan or the property to be distributed under this Plan, including the negotiation and solicitation of this Plan, except for wilful misconduct or gross negligence, and, in all respects, the Applicants, and each other their respective members, officers, directors, employees, professional advisors (including legal counsel) or agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

11.8 Waiver of Defaults

From and after the Effective Date, and subject to any express provisions to the contrary in any amending agreement entered into with any Applicant after the CCAA Filing Date, all Persons shall be deemed to have waived any and all defaults of any Applicant then existing or previously committed by any Applicant or caused by any Applicant or any of the provisions hereof or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in every contract, agreement, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease, personal property lease or other agreement, written or oral, any amendments or supplements thereto, existing between such Person and any Applicant. Any and all notices of default, acceleration of payments and demands for payments under any instrument, or other notices, including without limitation, any notices of intention to proceed to enforce security, arising from any of such aforesaid defaults shall be deemed to have been rescinded and withdrawn. For greater certainty, nothing in this paragraph shall waive any obligations of any Applicant in respect of any Excluded Claim.

11.9 Consents and Releases

From and after the Effective Date, all Affected Creditors shall be deemed to have consented and to have agreed to all of the provisions of this Plan as an entirety. In particular, each Affected Creditor shall be deemed to have granted, and executed and delivered to the Applicants all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety.

11.10 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

ARTICLE XII - GENERAL PROVISIONS

12.1 Different Capacities

Creditors whose Affected Claims are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, each such Affected Creditor shall be entitled to participate hereunder in each such capacity. Any action taken by an

Affected Creditor in any one capacity shall not affect the Affected Creditor in any other capacity, unless expressly agreed by the Affected Creditor in writing or unless the Affected Claims overlap or are otherwise duplicative.

12.2 Further Assurances

Notwithstanding that the transactions and events set out in this Plan may be deemed to occur without any additional act or formality other than as expressly set out herein, each of the Persons affected hereby shall make, do, and execute or cause to be made, done or executed all such further acts, deeds, agreements, assignments, transfers, conveyances, discharges, assurances, instruments, documents, elections, consents or filings as may be reasonably required by the Applicants in order to implement this Plan.

12.3 Set-Off

The law of set-off applies to all Affected Claims made against any Applicant and to all actions instituted by it for the recovery of debts due to any Applicant in the same manner and to the same extent as if the applicable Applicant was plaintiff or defendant, as the case may be.

12.4 Paramountcy

Without limiting any other provision hereof, from and after the Effective Time, in the event of any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease, personal property lease or other agreement, written or oral and any and all amendments or supplements thereto existing between the Applicants and any other Persons affected by this Plan, the terms, conditions and provisions of this Plan shall govern and shall take precedence and priority.

To the extent (if any) that this Plan is inconsistent with the Information Circular filed in connection with this Plan, the provisions of this Plan shall govern and shall take precedence and priority.

12.5 Revocation, Withdrawal or Non-Consummation

The Applicants reserve the right to revoke or withdraw this Plan at any time prior to the Effective Date and to file subsequent plans of compromise or arrangement, in each case with the consent of the Senior Secured Lenders. If the Applicants revoke or withdraw this Plan, or if the Sanction Order is not issued: (a) this Plan shall be null and void in all respects; (b) any Affected Claim, any settlement or compromise embodied in this Plan (including the fixing or limiting of any Affected Claim to an amount certain), assumption or termination, repudiation of contracts or leases effected by this Plan, any document or agreement executed pursuant to this Plan shall be deemed null and void; and (c) nothing contained in this Plan, and no action taken in preparation for consummation of this Plan, shall: (i) constitute or be deemed to constitute a waiver or release of any Affected Claims by or against any Applicant or any Person; (ii) prejudice in any manner the rights of any Applicant or any Person in any further proceedings involving any Applicant; or (iii) constitute an admission of any sort by any Applicant or any Person.

12.6 Preservation of Rights of Action

Except as otherwise provided in this Plan or in the Sanction Order, or in any contract, instrument, release, indenture or other agreement entered into in connection with this Plan, following the Effective Time, the Applicants shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all claims, rights or causes of action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Applicants may hold against any Person or entity without further approval of the CCAA Court.

12.7 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the Applicants and is not responsible or liable for any obligations of any Applicant. The Monitor will have the powers granted to it by this Plan, by the CCAA and by any Order, including the CCAA Initial Order.

12.8 Notices

Any notice or communication to be delivered hereunder will be in writing and will reference this Plan and may, subject to as hereinafter provided, be made or given by mail, personal delivery or by facsimile or e-mail transmission addressed to the respective parties as follows:

(a) if to the Applicants:

Big Sky Farms Inc. et al.
10333 8th Ave.
P.0. Box 610
Humboldt, Saskatchewan
S0K 2A0

Attention: Canute Tagseth
Fax: (306) 682-5042

(b) if to an Affected Creditor:

To the last known address (including fax number or email address) for such Affected Creditor set out in the books and records of the Applicants or, if an Affected Creditor filed a Proof of Claim, the address specified in the Proof of Claim filed by such Affected Creditor or such other address as the Affected Creditor may from time to time notify the Monitor in accordance with this Section.

(c) if to the Monitor:

Ernst & Young Inc.
Monitor of Big Sky Farms Inc. et al
Pacific Center, 700 W. Georgia St.,
P.O. Box 10101
Vancouver, BC
V7Y 1C7

Attention: Kevin Brennan
Fax: 604.643.5422

or to such other address as any party may from time to time notify the others in accordance with this Section. All such notices and communications which are delivered will be deemed to have been received on the date of delivery. All such notices and communications which are faxed or emailed will be deemed to be received on the date faxed or e-mailed if sent before 5:00 p.m. (Central Standard Time) on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such fax or email was sent. Any notice or other communication sent by mail will be deemed to have been received on the third Business Day after the date of mailing.

Dated at Saskatoon, Saskatchewan this 8th day of February, 2010.

BIG SKY FARMS INC.

Per: ______________________
Casey Smit, Chief Executive Officer

Per: ______________________
Canute Tagseth, Chief Financial Officer

DRYCAST SYSTEMS INC.

Per: ______________________
Casey Smit, Chief Executive Officer

Per: ______________________
Canute Tagseth, Chief Financial Officer

BIG SKY MANAGEMENT CONSULTING CORP.

Per: ______________________
Casey Smit, Chief Executive Officer

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Per: ______________________________
Canute Tagseth, Chief Financial Officer

SCHEDULE "A"

DEFINITIONS

"2010 Credit Agreement" shall have the meaning ascribed thereto in Schedule "B" hereto;

"Administration Charge" has the meaning given to it in paragraph 34 of the CCAA Initial Order;

"Affected Claims" means all Pre-Filing Claims, Subsequent Claims, Sub-Debt Claims, Capital Lease Deficiency Claims, the Saskatchewan Hog Loan Claim and Employee Restructuring Claims but excludes any Excluded Claims, and **"Affected Claim"** shall mean any one of them;

"Affected Creditor" means a holder of an Affected Claim, and **"Affected Creditors"** means all of them;

"Affected Creditors Class" means a class of Creditors of the Applicants comprised solely of the Affected Creditors for purposes of considering and voting upon the Plan;

"Affirmative Votes" means: (i) the votes of Affected Creditors with Proven Voting Claims, who have voted in favour of this Plan at the Creditors' Meeting; and (ii) the votes of Affected Creditors deemed to have voted in favour of this Plan pursuant to Section 5.2 hereof, and **"Affirmative Vote"** shall mean any one of them;

"Applicable Law" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all laws, rules, statutes, regulations, treaties, orders, judgments and decrees, and all official requests, directives, rules, guidelines, orders, policies, practices and other requirements of any Authorized Authority;

"Applicants" means, collectively, Big Sky Farms, Drycast Systems Inc. and Big Sky Management Consulting Corp., and **"Applicant"** shall mean any one of them;

"Articles of Reorganization" means the articles of reorganization in respect of Big Sky Farms and/or BSM, pursuant to section 185 of the SBCA, to be filed as part of the Restructuring Transactions, which shall be in form and substance acceptable to the Applicants, the Senior Secured Lenders and the Sub-Debt Holders, acting reasonably;

"Asset Transfer Timing Certificate" shall have the meaning ascribed thereto in Section 7.4 hereof;

"Authorized Authority" means, in relation to any Person, transaction or event, any:

(a) federal, provincial, territorial, state, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign;

(b) agency, authority, commission, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any Taxing Authority;

(c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; or

(d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event;

"BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

"Big Sky Farms" means Big Sky Farms Inc.;

"BSM" means Big Sky Management Consulting Corp.;

"Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in the Province of Saskatchewan;

"Canadian Dollars" or **"CDN $"** or **"$"** means dollars denominated in the lawful currency of Canada;

"Capital Lease Deficiency Claims" means the Claims of Prairie Hog Production Limited Partnership ("PHPLP") against Big Sky Farms in regard to those Capital Lease Agreements between PHPLP (as Lessor) and Big Sky Farms (as Lessee) pertaining to:

(a) the lease by PHPLP to Big Sky Farms of a 12,000 space hog finishing barn (and ancillary buildings) situated on lands legally described as follows;

Surface Parcel #143031631
Reference Land Description: SE Sec 12 Twp 33 Rge 07 W2 Extension 0
As described on Certificate of Title 00Y07197

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(b) the lease by PHPLP to Big Sky Farms of four separate, 4,800 space hog nursery barns (and ancillary buildings) situated on lands legally described as follows:

Surface Parcel #108467725 Reference Land Description: NE Sec 03 Twp Rge23 W2 Extension 0; and

Surface Parcel #141639284 Reference Land Description: NW Sec 01 Twp 32 Rge 08 W2 Extension 0

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended;

"**CCAA Charges**" means the Charges referred to in paragraph 42 of the CCAA Initial Order;

"**CCAA Court**" means the Court of Queen's Bench for Saskatchewan;

"**CCAA Filing Date**" means November 10, 2009;

"**CCAA Initial Order**" means the Order of the Honourable Mr. Justice N.G. Gabrielson granted in the CCAA Proceedings on November 10, 2009, a copy of which is attached hereto as Schedule "E", as amended, restated, varied or extended from time to time by subsequent Orders;

"**CCAA Proceedings**" means the proceedings commenced by the Applicants under the CCAA on November 10, 2009 in the CCAA Court, bearing Q.B.G. No. 1461 of 2009, Judicial Centre of Saskatoon;

"**Chapter 15 Proceeding**" means the ancillary proceeding in respect of the Applicants commenced in the US Bankruptcy Court under Chapter 15 of the US Bankruptcy Code, Case No. 09-03293;

"**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 any of the Applicants become bankrupt, and (ii) any Tax Claim;

"**Claims Bar Date**" means 5:00 p.m. (Central Standard Time) on January 15, 2010, as set out in the Claims Process Order (absent further Order);

"**Claims Officer**" means Nicholas Stooshinoff, Barrister & Solicitor, of Saskatoon, Saskatchewan, appointed as claims officer for the purposes of and in accordance with the Claims Process Order;

"**Claims Process Order**" means the Order of the CCAA Court dated December 9, 2009, a copy of which is attached as Schedule "F", as it may be amended, restated or varied;

"Creditors' Meeting" means the meeting of Affected Creditors called for the purposes of considering and voting in respect of this Plan, which has been set by the Creditors' Meeting Order to take place at 10:00 a.m. (Central Standard Time) on Monday, February 8, 2010, and any postponements or adjournments thereof;

"Creditors' Meeting Order" means the Order granted January 5, 2010, ordering and declaring, among other things, the procedures to be followed in connection with the Creditors' Meeting, as amended, restated or varied from time to time by subsequent Orders;

"Crown" means Her Majesty in right of Canada or a province of Canada;

"DIP Documents" has the meaning given to it in paragraph 38 of the CCAA Initial Order;

"DIP Lenders" has the meaning given to it in paragraph 36 of the CCAA Initial Order;

"Disallowed Claim" means a Disputed Claim (or any portion thereof) which has been finally determined as disallowed in accordance with the Claims Process Order;

"Dispute Notice" means the written notice, in substantially the form attached as Schedule "E" to the Claims Process Order, delivered by an Affected Creditor to the Monitor who has received a Notice of Revision or Disallowance and who intends to dispute such Notice of Revision or Disallowance pursuant to the Claims Process Order or this Plan;

"Disputed Claim" means that portion of an Affected Claim which has not been allowed or accepted as proven by the Monitor for distribution purposes, which is the subject of a Dispute Notice, and which has not been resolved by the Monitor, Claims Officer, agreement or by further Order, and **"Disputed Claims"** means all of them;

"Disputed Claims Reserve" means the reserve, if any, established and maintained by the Monitor, in which the Monitor shall deposit the amounts which would be distributed to holders of Disputed Claims if such Disputed Claims were to become Proven Distribution Claims, pending the final determination or resolution of such Disputed Claims for distribution purposes under this Plan;

"Distribution Date" means a date to be chosen by the Monitor, in consultation with the Applicants, which shall be no later than fifteen (15) days following the Plan Implementation Date, except with respect to Disputed Claims as of such date, which shall distributed no later than seven (7) days following the date, if any, on which such Disputed Claim becomes a Proven Distribution Claim;

"Distribution Funding Payments" shall have the meaning ascribed thereto in Section 7.1 hereof;

"Distribution Option Deadline" means 5:00 p.m. (Central Standard Time) on February 4, 2010;

"Distribution Option Election" means a notice substantially in the form attached hereto as Schedule "G";

"**Effective Time**" means the first moment on the Plan Implementation Date;

"**Employees**" means the employees, former and current, of the Applicants, and "**Employee**" means any one of them;

"**Employee Restructuring Claims**" means claims of Employees: (i) whose employment by the Applicants was terminated prior to the CCAA Filing Date; (ii) whose employment by the Applicants was terminated after the CCAA Filing Date, to the extent that such Claims constitute "Subsequent Claims", as defined in the Claims Process Order; (iii) that hold unexercised employee stock options to acquire Existing Common Shares pursuant to the terms of the employee stock option plan of Big Sky Farms; and (iv) that have exercised employee stock options to acquire Existing Common Shares pursuant to the terms of the employee stock option plan of Big Sky Farms prior to or after the CCAA Filing Date but who have not received from the Applicants or otherwise cash consideration in respect of such exercised right(s);

"**Excluded Claims**" has the meaning given to such term in Section 4.2 of this Plan, and "**Excluded Claim**" means any one of such Excluded Claims;

"**Existing Common Shareholders**" means holders of Existing Common Shares immediately prior to the Plan Implementation Date;

"**Existing Common Shares**" means the Class "A" Common Shares of Big Sky Farms outstanding immediately prior to the Plan Implementation Date;

"**Exit Loan Facility**" means the operating credit facility to be provided to Big Sky Farms by the Senior Secured Lenders as part of the Restructuring Transactions on terms and conditions which are satisfactory to Big Sky Farms and the Senior Secured Lenders;

"**Fixed Distribution**" has the meaning ascribed to it in subsection 5.2(a) of this Plan (and, for greater certainty, equates to $3,960.00);

"**Information Circular**" means the information circular relating to this Plan, including any Schedules attached thereto, as it may be restated, supplemented or amended from time to time;

"**ITA**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended to the date of this Plan;

"**Lien**" means any mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law which has been duly and properly registered or perfected in accordance with applicable legislation on the CCAA Filing Date or otherwise in accordance with the CCAA Initial Order;

"**Limited Partnership Agreements**" shall have the meaning ascribed thereto in Schedule "B" hereto;

"**Monitor**" means Ernst & Young Inc., solely in its capacity as Court-appointed monitor of the Applicants in the CCAA Proceedings, and not in its corporate or personal capacity;

"**Monitor's Discharge Certificate**" has the meaning given to it in Section 9.4 of this Plan and shall be substantially in the form attached hereto as Schedule "D";

"**Monitor's Distribution Funding Payments Receipt Certificate**" shall have the meaning ascribed thereto in Section 5.4 of this Plan;

"**Monitor's Plan Certificate**" has the meaning given to it in Section 9.3 of this Plan and shall be substantially in the form attached hereto as Schedule "C";

"**Notice of Repudiation or Disclaimer**" means a written notice in any form issued on or after the CCAA 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 agreements related thereto.

"**Notice of Revision or Disallowance**" means a notice of revision or disallowance, in substantially the form attached as Schedule "D" to the Claims Process Order, delivered by the Monitor to an Affected Creditor pursuant to the Claims Process Order revising or rejecting such Affected Creditor's Affected Claim;

"**Operating Partnerships**" shall have the meaning ascribed thereto in Schedule "B" hereto;

"**Order**" means any order of the CCAA Court in the CCAA Proceedings, and "**Orders**" means all of them;

"**Percentage Distribution**" has the meaning ascribed to it in subsection 5.2(a) of this Plan (and, for greater certainty, equates to 10% of the Proven Distribution Claim of an Affected Creditor);

"**Person**" shall be broadly interpreted and includes 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, and for greater certainty includes any Authorized Authority;

"**Plan**" means this Plan of Compromise and Arrangement, as it may be amended, restated, or supplemented from time to time in accordance with the provisions of this Plan, the Claims Process Order and the Creditors' Meeting Order;

"**Plan Distribution Fund**" means the amount of money which is determined by the Applicants (in consultation with the Monitor) as being the amount required to fund the cash distributions contemplated by this Plan;

"**Plan Implementation Date**" means the Business Day immediately following the Business Day on which the Monitor files with the CCAA Court the Monitor's Plan Certificate confirming that all conditions to implementation of this Plan as set out in Section 9.2 of this Plan have been satisfied, fulfilled or waived;

"**Pre-Filing Claim**" means any Claim which is based in whole or in part on facts which existed prior to the CCAA Filing Date, together with any other 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 prior to the CCAA Filing Date, together with any other rights or Claims, whether or not asserted, made after the CCAA Filing Date in any way, directly or indirectly related to any action taken or power exercised prior to the CCAA Filing Date, and which for greater certainty includes any Tax Claim;

"**Proof of Assignment**" means a notice of transfer or assignment of a Claim executed by the Creditor and the transferee or assignee, together with such other evidence of such transfer or assignment as may be reasonably required by the Monitor and/or the Applicants;

"**Proof of Claim**" means a proof of claim, in substantially the form attached as Schedule "C" to the Claims Process Order, as submitted to the Monitor by an Affected Creditor in accordance with the Claims Process Order, and "**Proofs of Claim**" means all of them;

"**Proven Distribution Claim**" means an Affected Claim as finally determined or allowed for distribution purposes in accordance with the Claims Process Order, any other Order and/or this Plan, as applicable, and "**Proven Distribution Claims**" means all of them;

"**Proven Voting Claim**" means the amount of an Affected Claim as finally determined or allowed for voting purposes in accordance with the Claims Process Order, any other Order and/or this Plan, as applicable, and "**Proven Voting Claims**" means all of them;

"**Proxy**" means a proxy in substantially the form enclosed with the Information Circular or such other form acceptable to the Monitor or chair of the Creditors' Meeting;

"**Required Majority of Creditors**" means that preponderance of Votes Cast whereby: (a) the number of Affirmative Votes exceeds fifty per cent (50%) of the Votes Cast; and (b) the value of the Proven Voting Claims attributable to Affirmative Votes equals or exceeds sixty-six and two-thirds per cent (66 2/3 %) of the value of the Proven Voting Claims attributable to the Votes Cast;

"**Restructuring Transactions**" has the meaning ascribed to it in Section 7.2 of this Plan;

"**Sanction Order**" means an Order sanctioning this Plan and giving all necessary directions regarding its implementation, which shall include the provisions set forth in Section 9.1 of this Plan;

"**Saskatchewan Hog Loan Claim**" means a short term hog loan made to the Applicants in respect of a program initiated by the Saskatchewan Ministry of Agriculture and which loan remains outstanding and unpaid in the amount of $4,696,101.00;

"**SBCA**" means *The Business Corporations Act*, R.S.S. 1978, Chapter B-10, as amended;

"**Secured Claims**" means all Claims secured by a Lien but excluding the Sub-Debt Claims, the Capital Lease Deficiency Claims and the Saskatchewan Hog Loan Claim, and "**Secured Claim**" means any one of them;

"**Secured Creditors**" means Persons with Claims that are Secured Claims, and "**Secured Creditor**" means any one of them;

"**Senior Options**" means options available to the Senior Secured Lenders pursuant to the Restructuring Transactions, as more particularly described in Schedule "B" hereto;

"**Senior Secured Lenders**" means The Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada;

"**Series I Common Shares**" means a new series of common shares in the capital stock of Big Sky Farms (and/or its successor(s) in interest) to be issued in accordance with the Restructuring Transactions;

"**Series II Common Shares**" means a new series of common shares in the capital stock of Big Sky Farms (and/or its successor(s) in interest) to be issued in accordance with the Restructuring Transactions. Series II Common Shares shall be identical to Series I Common Shares except that Big Sky Farms shall have the right to redeem all of the issued and outstanding Series II Common Shares for an aggregate redemption price of $1,000.00 if at any time the Series II Common Shares represent less than two and one-half percent (2.5%) of the issued and outstanding common equity of Big Sky Farms. In such event, the holders of the Series II Common Shares shall be entitled to subscribe for an aggregate number of Series I Common Shares that is equal to the number of Series II Common Shares that have been redeemed as aforesaid. The issue price for such Series I Common Shares shall be equal to the redemption price of the Series II Common Shares so redeemed.

"**Service List**" has the meaning ascribed to it in paragraph 51 of the CCAA Initial Order.

"**Special Crown Claims**" means Claims of the Crown for all amounts that were outstanding at the CCAA Filing Date and are of a kind that could be subject to a demand under:

(a) subsection 224(1.2) of the ITA;

(b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or

(c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

(i) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA, or

(ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

"**Sub-Debt Claims**" means collectively, the Claims of the Sub-Debt Holders in the aggregate amount of approximately $10,124,633 as at November 10, 2009;

"**Sub-Debt Holders**" means, collectively, CIC Asset Management Inc., Golden Opportunities Fund Inc., FCC Ventures (a division of Farm Credit Canada), Florian Possberg and Cliff Wiegers, being the lenders who advanced subordinated secured debt to Big Sky Farms and individually, each a "**Sub-Debt Holder**";

"**Sub-Debt Holders' Equity Interest**" has the meaning ascribed thereto in Section 5.3(b) hereof;

"**Subsequent Claim**" means, other than an Excluded Claim and a Pre-Filing Claim, any Claim arising after the CCAA Filing Date as a result of the disclaimer or repudiation of any contract, lease, or other agreement or agreements of any nature whatsoever, whether oral or written, and any amending agreement relating thereto, and "**Subsequent Claims**" means all of them;

"**Subsequent Claims Bar Date**" means the later of (i) the Claims Bar Date; and (ii) 5:00 p.m. (Central Standard Time) on the day which is 30 days after the date of the applicable Notice of Repudiation or Disclaimer;

"**Tax**" or "**Taxes**" means any and all amounts subject to a withholding or remitting obligation and any 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;

"**Tax Claim**" means any Claim against an Applicant for any Taxes in respect of any taxation year or period ending on or prior to the CCAA Filing Date, and in any case where a taxation year or period commences on or prior to the CCAA Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the CCAA Filing Date and up to and including the CCAA 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;

"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 exercising taxing powers in administering and/or collecting Taxes;

"Top-Up Amount" has the meaning given to it in Schedule "B" hereto;.

"Top-Up Amount Payment Date" has the meaning given to it in Schedule "B" hereto

"Top-Up Amount Payment Sources" has the meaning given to it in Schedule "B" hereto

"US Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended;

"US Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Iowa;

"US Confirmation Order" means the order of the US Bankruptcy Court granted in the Chapter 15 Proceeding recognizing and confirming the Sanction Order;

"US Feed Supplier" has the meaning ascribed to it in section 4.2(h) of this Plan;

"Votes Cast" means the sum of the Affirmative Votes and the Negative Votes of the Affected Creditors with Proven Voting Claims.

SCHEDULE "B"

RESTRUCTURING TRANSACTIONS

1. On or immediately prior to the Plan Implementation Date, at their option (but subject to the consent of the Senior Secured Lenders, in their sole discretion), the Applicants may implement a corporate and operational reorganization, on terms, conditions and expense satisfactory to the Senior Secured Lenders, into several discrete and independent limited partnerships (the "**Operating Partnerships**"). In such event, references herein to Series I Common Shares, Series II Common Shares, Senior Options and other related matters should be construed accordingly.

2. Effective as of the Plan Implementation Date, Big Sky Farms, in its own capacity and, if applicable, in its capacity as general partner for each of the Operating Partnerships, and the other Applicants will enter into a new credit agreement with the Senior Secured Lenders (the "**2010 Credit Agreement**") on terms and conditions satisfactory to the Senior Secured Lenders, which 2010 Credit Agreement will provide, among other things:

   (a) that the Senior Secured Lenders shall make available to Big Sky Farms the Exit Loan Facility;

   (b) that Big Sky Farms will remain as borrower and fully liable under all obligations owing to the Senior Secured Lenders;

   (c) that the obligations owed by Big Sky Farms to the Senior Secured Lenders will be cross-guaranteed, with security granted on all assets, property and undertaking, by each of the Operating Partnerships, if applicable, and by BSM;

   (d) that Big Sky Farms will commence a process, within 45 days of the Plan Implementation Date, to raise equity or convertible subordinated debt in a manner, on a timeline and on terms satisfactory to Senior Secured Lenders; and

   (e) that Big Sky Farms and the Operating Partnerships, if applicable, shall, following the Plan Implementation Date:

      (i) repay to the Senior Secured Lenders the principal amount owing under Credit B ("**Credit B**") under the existing senior secured credit agreement by regular monthly payments; and

      (ii) repay the balance of Credit B in 4 equal instalments (each, a "**Top-Up Amount**") on the dates that are 6, 12, 18 and 24 months after the Plan Implementation Date (each, a "**Top-Up Amount Payment Date**"). Cash used to satisfy a Top-up Amount payment may only be sourced from excess operating cash flow (to be defined; however, as excluding the proceeds derived from the sale of redundant assets or assets sold out of the ordinary course of business) of Big Sky Farms and/or proceeds of an equity issuance or convertible subordinated debt on terms and conditions satisfactory to the Senior Secured Lenders (the **"Top-Up Amount Payment Source"**).

3. Effective as of the Plan Implementation Date, and on terms and conditions satisfactory to the Senior Secured Lenders, the capital of Big Sky Farms, BSM and the Operating Partnerships, if applicable, shall be reorganized through Articles of Reorganization and/or contractual arrangements, with the effect that, among other things:

   (a) the Sub-Debt Holders will hold 90% of the common equity of the Applicants by way of Series I Common Shares as a result of having contributed their entire Percentage Distribution to the Applicants in exchange for such common equity;

   (b) the Senior Secured Lenders will hold 5% of the common equity of the Applicants by way of Series I Common Shares; and

   (c) the Existing Common Shareholders will hold 5% of the common equity of the Applicants by way of Series II Common Shares;

   (d) the Senior Secured Lenders shall have the right, exercisable upon the failure of Big Sky Farms to pay a Top-Up Amount on a Top-Up Amount Payment Date, to (i) subscribe for that number of Series I Common Shares that is equal to 51% of the common equity of the Applicants on a fully diluted basis at an aggregate subscription price of $1.00 (the **"Senior Option"**); and (ii) initiate the Financing Process (defined below), whether or not a Senior Option is exercised; and

   (e) the Senior Secured Lenders shall have the further right, exercisable upon each subsequent failure by Big Sky Farms to pay a Top-Up Amount on a Top-Up Amount Payment Date, to subscribe for that number of Series I Common Shares that will result in the common equity ownership interest of the Senior Secured Lenders in the Applicants increased by integral multiples of 16.33% (calculated on a fully diluted basis) in respect of each missed payment of a Top-Up Amount (each such right referred to as **"Additional Senior Option"**, and the Senior Option and the Additional Senior Options collectively referred to as **"Senior Options"**). The exercise price for each of the Senior Option and each Additional Senior Option shall be $1 in the aggregate, in each case. All Senior Options shall be cancelled upon the aggregate of the Top-Up Amounts having been paid in the full reduction of Credit B from the Top-Up Amount Payment Source.

4. The **"Financing Process"** shall mean the right of the Senior Secured Lenders, if they so choose, to seek third party investment or financing for Big Sky Farms or the Operating Partnerships or their operations (subject to the right of a Sub-Debt Holder to participate as to its pro rata share of ownership of the Applicants or the Operating Partnerships, as set out below), in which process Big Sky Farms shall use its best efforts to cooperate fully with the Senior Secured Lenders in connection therewith including without limitation providing all reasonable access to the books, records, properties and senior management personnel of Big Sky Farms, the Applicants or the Operating Partnerships. If the Senior Secured Lenders receive an offer acceptable to them, then the Sub-Debt

Holders shall have a right of first refusal to provide such equity or sub-debt funding on terms no less advantageous to Big Sky Farms or the Operating Partnerships as those offered by such third party. If a Sub-Debt Holder is not able or willing to provide such equity or sub-debt funding, it shall be diluted by any such proportion of the equity of or sub-debt issued by the Applicants or the Operating Partnerships being sold or issued to such third party. In the case the Sub-Debt Holders exercise such right of first refusal, they will be responsible for the payment to the third party offeror of reasonably incurred due diligence costs and expenses.

SCHEDULE "C"

MONITOR'S PLAN CERTIFICATE

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.

MONITOR'S PLAN CERTIFICATE

RECITALS

A. Pursuant to the Order of this Honourable Court dated November 10, 2009 (the "**CCAA Initial Order**"), Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively "**Big Sky**") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to the CCAA Initial Order, Ernst & Young Inc. was appointed the Monitor of Big Sky (the "**Monitor**") with the powers, duties and obligations set out in the CCAA Initial Order.

C. Big Sky has filed the Plan of Compromise and Arrangement under the CCAA dated December 29, 2009 (the "**Plan**"), which Plan has been approved by the Required Majority and sanctioned by the Court.

D. Capitalized terms not defined herein have the meanings ascribed to them in the Plan.

THE MONITOR HEREBY CERTIFIES that the conditions precedent set out in section 9.2 of the Plan have been satisfied or waived in accordance with the Plan on ______________, 2010 and that accordingly, the Plan Implementation Date is ______________, 2010.

DATED at __________, ____________, this ___ day of ________________, 2010.

ERNST & YOUNG INC. in its capacity as Monitor of Big Sky and not in its personal or corporate capacity

Per:______________________________

Name:

Title:

SCHEDULE "D"

MONITOR'S DISCHARGE CERTIFICATE

Q.B. No. 1461 of 2009

C A N A D A)
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.

RECITALS

A. Pursuant to the Order of this Honourable Court dated November 10, 2009 (the "**CCAA Initial Order**"), Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively "**Big Sky**") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to the CCAA Initial Order, Ernst & Young Inc. was appointed the Monitor of Big Sky (the "**Monitor**") with the powers, duties and obligations set out in the CCAA Initial Order.

C. Big Sky has filed the Plan of Compromise and Arrangement under the CCAA dated December 29, 2009 (the "**Plan**"), which Plan has been approved by the Required Majority and sanctioned by the Court.

D. Capitalized terms not defined herein have the meanings ascribed to them in the Plan.

THE MONITOR HEREBY CERTIFIES that, in the sole opinion of the Monitor, the Monitor has completed the duties and obligations imposed upon it by the CCAA Initial Order, the Chapter 15 Proceedings (including the US Confirmation Order) and the CCAA. Accordingly, pursuant to the CCAA Initial Order and the Plan, the Monitor is discharged.

DATED at __________, _____________, this ___ day of _________________, 2010.

ERNST & YOUNG INC. in its capacity as Monitor of Big Sky and not in its personal or corporate capacity

Per:______________________________

Name:

Title:

SCHEDULE "E"

CCAA INITIAL ORDER

SCHEDULE "F"

CLAIMS PROCESS ORDER

SCHEDULE "G"

DISTRIBUTION OPTION ELECTION

For use, pursuant to section 5.2(c) of the Plan of Arrangement (the "Plan") of Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp., by Affected Creditors with Proven Distribution Claims of more than $4,000.00.

The undersigned Affected Creditor has a Proven Distribution Claim of more than $4,000.00 and hereby elects to receive the distribution option selected below: *(mark the preferred option)*

____ **Fixed Distribution:** $3,960.00

OR

____ **Percentage Distribution:** Ten per cent (10%) of the undersigned's Proven Distribution Claim

This Distribution Option Election must be delivered to the Monitor at or before 5:00 p.m. (Central Standard Time) on Thursday, February 4, 2010 to:

Ernst & Young Inc.
P.O. Box 10101,
Vancouver, BC
V7Y 1C7

Fax: (604) 643-5422
E-mail: Mike.Bell@ca.ey.com

Attention: Mike Bell

In the event that an Affected Creditor with a Proven Distribution Claim of more than $4,000.00 fails to deliver a properly completed and duly executed Distribution Option Election to the Monitor at or before 5:00 p.m. (Central Standard Time) on Thursday, February 4, 2010, the Affected Creditor shall be deemed to have elected to receive a Percentage Distribution.

Capitalized terms not defined herein have the meanings ascribed to them in the Plan of Arrangement.

DATED at ______________, in the ______________ of ____________________ this _____ day of ______________, 2010

____
Name of Affected Creditor
(please print)

____
Signature of Affected Creditor or, if the Affected Creditor is not an individual, Signature of person authorized to bind the Affected Creditor