INTER-LENDER PARI-PASSU AGREEMENT

THIS AGREEMENT dated for reference as of the 16th day of October, 2006.

BETWEEN AND AMONG:

FCC VENTURES, a division of FARM CREDIT CANADA, a corporation incorporated under the *Farm Credit Canada Act* (Canada) ("FCCV")

- and -

GOLDEN OPPORTUNITIES FUND INC., a corporation incorporate under the laws of the Province of Saskatchewan ("Golden")

- and -

BIG SKY FARMS INC., a corporation incorporate under the laws of the Province of Saskatchewan (the "Borrower")

- and -

DRYCAST SYSTEMS INC. and BIG SKY MANAGEMENT CONSULTING CORP., both corporations incorporate under the laws of the Province of Saskatchewan (collectively, the "Guarantors")

WHEREAS the Borrower is or will be indebted to FCCV and Golden pursuant to the terms of Subordinate Debentures each in the principal amount of $1,500,000 issued by the Borrower to each of FCCV and Golden;

AND WHEREAS Golden has registered or may hereafter register a Security Interest in certain real and personal property of the Borrower and Guarantors evidenced by the registrations described in Schedule "A" hereto (the "Golden Security") pursuant to one or more security agreements among the Borrower, Guarantors and Golden (collectively, the "Golden Security Agreement");

AND WHEREAS FCCV has registered or may hereafter register a Security Interest in certain real and personal property of the Borrower and Guarantors evidenced by the registrations described in Schedule "A" hereto (the "FCCV Security") pursuant to one or more security agreements among the Borrower, Guarantors and FCCV (the "FCCV Security Agreement");

AND WHEREAS it is the intention of FCCV and Golden that the FCCV Security and Golden Security share the same priority with each other in all respects;

NOW THEREFORE, for value received and in order to induce FCCV and Golden to advance credit, make loans or provide financial accommodations to the Borrower, the parties hereto agree with each other as follows:

THIS IS EXHIBIT " 14 " referred to in
the Affidavit of Canute Tosseth
SWORN before me at Saskatoon
this 29th day of
October , 20 09

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

1. Interpretation

1.1 The following words and phrases shall have the following meanings respectively:

"**Lands**" means those lands legally described in Schedule 3.1.16 and the leasehold estates described in Schedule 3.1.18 to the Investment Agreement as between the parties hereto dated October 2, 2006;

"**Material Adverse Change**" means an event that is reasonably likely to be materially adverse to the business, financial condition or results of operations of the Borrower or any Subsidiary, including but not limited to breach of a financial covenant by the Borrower;

"**Receivables**" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Borrower, the General Partner or any Subsidiary;

"**Subsidiary**" shall have the meaning ascribed thereto in the Investment Agreement;

1.2 Initially capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in *The Personal Property Security Act*, (Saskatchewan) (the "PPSA"), as amended, supplemented, restated, replaced or re-enacted from time to time.

2. Consents

2.1 Each of the parties hereby consents to the creation and issuance by each of the Borrower and the Guarantors to the other of, respectively, the FCCV Security and the Golden Security and to the incurring by the Borrower and any Guarantor of the indebtedness and obligations secured thereby.

2.2 Where there is any conflict between this Agreement and any of the documents executed in support of the transaction detailed in the Investment Agreement as between the parties hereto dated October 2, 2006 regarding the priority of the FCCV Security and the Golden Security, this Agreement shall prevail.

3. Priorities

3.1 The FCCV Security and the Golden Security shall rank equally and pari passu with one another in all respects.

3.2 This Agreement regarding the pari passu ranking of the FCCV Security and the Golden Security shall apply in all events and circumstances regardless of:

(a) the date of execution, attachment, registration, perfection or reperfection of the Golden Security, the Golden Security Agreement, the FCCV Security or the FCCV Security Agreement, as the case may be;

(b) the date of any advance or advances or extensions of credit made by FCCV or Golden to the Borrower or any Guarantor;

(c) the dates of default by the Borrower or any Guarantor under any of the FCCV Security or the Golden Security, the dates of notice of default or demand (or any failure to give notice of default or demand) or the dates of crystallization of any floating charges held by FCCV or Golden;

(d) any provision of the FCCV Security Agreement or Golden Security Agreement; or

(e) any priority granted by any principle of law or any statute, or any personal property security, corporation securities registration, or like statute, including without limitation the PPSA.

3.3 With the exception of the proceeds of life insurance policies, any proceeds from insurance received by the Borrower or any Guarantor or by FCCV or Golden in respect of property and assets of the Borrower or any Guarantor charged by the FCCV Security or the Golden Security shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate and all insurance proceeds received by the Borrower or any Guarantor shall be held in trust by it for the benefit of FCCV and Golden in accordance with the provisions hereof.

3.4 No party to this Agreement shall have any claim to life insurance proceeds which have been assigned to any other party, whether as security for the extension of credit by the other party to the Borrower or any Guarantor, or otherwise, which assignments are described in Schedule "B" hereto.

3.5 If any of the FCCV Security or Golden Security is claimed or found by a trustee in bankruptcy or a Court of competent jurisdiction to be unenforceable, invalid, or unperfected, then the foregoing provisions of this Article shall not apply to such security to the extent that such security is so found to be unenforceable, invalid or unperfected as against a third party unless FCCV or Golden, as the case may be, shall be diligently contesting such a claim and has provided the other party with a satisfactory indemnity.

3.6 The Borrower and each Guarantor shall permit each of FCCV and Golden, their respective officers, employees, and agents, access at all reasonable times to the property and assets of the Borrower and each Guarantor and each of FCCV and Golden shall have all rights in connection therewith as provided in the FCCV Security Agreement or the Golden Security Agreement, respectively.

4. Information and Default

4.1 From time to time upon request therefor, FCCV or Golden may advise each other of the particulars of the indebtedness and liability of the Borrower and any Guarantor to each other and all security held by each therefor and the Borrower and any Guarantor hereby consents to the release of any such information.

4.2 Prior to giving any notice of any default, notice of the occurrence of any event of default, notice of acceleration of any obligation, making any demand for payment on the Borrower or any Guarantor or proceeding to enforce its security, FCCV or Golden, as the case may be, shall provide to the other parties, other than the Borrower or any such Guarantor, not less than 48 hours prior notice of such notice, demand or enforcement, provided, however, that if any of FCCV or Golden determines in good faith that any delay in giving notice, demanding payment or enforcing its security would be prejudicial to FCCV or Golden, as the case may be, such notice, demand for payment or enforcement may be provided concurrently with delivery of same to the Borrower or any Guarantor.

5. Consent of the Borrower and each Guarantor

5.1 The Borrower, on its own behalf and on behalf of each Guarantor, hereby consents to the terms of this Agreement and confirms to and agrees with FCCV and Golden that so long as the Borrower or any Guarantor remains obligated or indebted to FCCV and Golden, the Borrower and its Subsidiaries shall stand possessed of its property and assets so charged in favour of FCCV and Golden in accordance with their respective interests and priorities as set out in this Agreement, the FCCV Security Agreement or the Golden Security Agreement.

6. General

6.1 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered to the parties hereto as follows:

to FCCV:	FCC Ventures, a division of Farm Credit Canada 3820, 700 - 2nd Street SW Calgary AB T2P 2W2 Fax No.: (403) 292-8621
to Golden:	Golden Opportunities Fund Inc. 1300-410 22nd Street East Saskatoon, SK S7K 5T6 Attention: Ulrich Felbermayr, Senior Investment Manager Fax: (306) 652-8186
to the Borrower and or any Guarantor:	Big Sky Farms Inc. Box 610, 905-5th Avenue Humboldt, Saskatchewan, S0K 2A0 Attention: President Fax: (306) 682-5042

Notices may be sent by facsimile or served personally on any business day and in each case shall be deemed to be received on the business day so transmitted by facsimile or personally delivered.

6.2 FCCV or Golden shall not transfer or assign the FCCV Security, the FCCV Security Agreement, the Golden Security or the Golden Security Agreement, as the case may be, or any interest therein, without obtaining from the transferee or assignee an agreement to be bound by the provisions of this Agreement, in a form satisfactory to the other of them.

6.3 The occurrence of default or an event of default under the FCCV Security or the FCCV Security Agreement shall constitute a default or an event of default under the Golden Security or the Golden Security Agreement, as the case may be, and vice versa.

6.4 The rights, powers and remedies of FCCV and Golden under this Agreement shall be in addition to all rights, powers and remedies given to FCCV and Golden by virtue of any statute or rule of law, and of the FCCV Security Agreement or the Golden Security Agreement or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently.

6.5 Nothing in this Agreement shall create any rights in favour of, or obligations to the Borrower or any Guarantor or any third party, and the covenants and agreements between FCCV and Golden shall not be enforceable by the Borrower or any Guarantor or any third party.

6.6 If any person not a party hereto shall have a claim to the proceeds of disposition of any of the assets of the Borrower or any Guarantor in priority to or on a parity with one of FCCV or Golden, this Agreement shall not apply to diminish the rights of the other (as such rights would have been but for the provisions of this Agreement) to the proceeds of disposition of such assets.

6.7 No provision of this Agreement shall be construed as obligating any of FCCV or Golden to advance any monies or otherwise extend credit to the Borrower or any Guarantor at any time.

6.8 Nothing contained in this Agreement is intended to or shall impair any obligation as and when the same shall become due and payable in accordance with the terms applicable thereto nor shall anything in this Agreement limit or in any way restrict or prevent any of FCCV or Golden from demanding payment in full of any obligation in its favour or otherwise to accelerate the payment thereof.

6.9 This Agreement constitutes a continuing agreement, notwithstanding that the Borrower or any Guarantor may or not be indebted to any of FCCV or Golden at any time. Each of FCCV and Golden may, without notice to the others, lend money, extend credit and make other financial accommodations to or for the account of the Borrower or any Guarantor on the faith hereof and nothing herein shall restrict any of FCCV or Golden from revising, replacing, amending or supplementing any security or acquiring additional charges or liens upon any property or assets of any of the Borrower or any Guarantor (now or hereafter acquired), provided that all such security and charges or liens shall be held and dealt with in accordance with the provisions herein and provided that upon any of FCCV or Golden giving notice of default, notice of the occurrence of an event of default, notice of acceleration of any obligation, making demand for payment or proceeding to enforce its security, then no additional advances, extensions of credit or other financial accommodations shall be made by any of FCCV or Golden and none of FCCV or Golden shall amend or supplement any security or acquire any additional charges or liens upon any property or assets of the Borrower or any Guarantor except with the written consent of the others of FCCV and Golden. This Agreement shall continue in force until terminated by the mutual consent in writing of each of FCCV and Golden or until only one of FCCV or Golden holds any security. Any of FCCV or Golden which has discharged its security shall be released from any further obligations under this Agreement.

6.10 Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated except by instrument in writing, signed by the parties or by the party against whom enforcement of the change, waiver, discharge or termination is sought. No consent of the Borrower or any Guarantor shall be necessary to any amendment to the terms hereof by FCCV or Golden unless the interests of the Borrower or such Guarantor are directly and adversely affected thereby.

6.11 No act or omission by any party hereto in any manner whatever in the premises shall extend to or be taken to affect any provision hereof or any subsequent breach or default or the rights resulting therefrom save only express waiver in writing.

6.12 This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of this Agreement or of any other agreement or instrument contemplated hereby may be made by facsimile transmission. The sender undertakes to deliver promptly to each recipient an original of the Agreement or such other agreement or instrument executed by the sender.

6.13 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.14 The parties hereto agree to execute and provide such further and other documents and do such further and other acts as may be necessary to give effect to this Agreement.

6.15 This Agreement shall be governed and construed in accordance with the laws of the Province of Saskatchewan.

6.16 None of FCCV, Golden, the Borrower or any Guarantor shall take any action to defeat or challenge the priorities set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their duly authorized officers.

FCC VENTURES, a division of FARM CREDIT CANADA

Per: ______________________________

Per: ______________________________

GOLDEN OPPORTUNITIES FUND INC.

Per: ______________________________

Per: ______________________________

BIG SKY FARMS INC.

Per: ______________________________

Per: ______________________________

DRYCAST SYSTEMS INC.

Per: ______________________________

Per: ______________________________

BIG SKY MANAGEMENT CONSULTING CORP.

Per: ______________________________

Per: ______________________________

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Per: ______________________________

BIG SKY MANAGEMENT CONSULTING CORP.

Per: ______________________________

Per: ______________________________

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GOLDEN OPPORTUNITIES FUND INC.

Per: ______________________________

Per: ______________________________

BIG SKY FARMS INC.

Per: ______________________________

Per: ______________________________

DRYCAST SYSTEMS INC.

Per: ______________________________

Per: ______________________________

BIG SKY MANAGEMENT CONSULTING CORP.

Per: ______________________________

Per: ______________________________

Schedule "A"

REGISTRATIONS

1. A mortgage in the principal sum of $3,000,000 granted by the Borrower to FCCV and Golden covenng all of the Lands located in Saskatchewan.

2. A mortgage in the principal sum of $3,000,000 granted by the Borrower to FCCV and Golden covering all of the Lands located in Manitoba.

3. Secunty interests registered by or on behalf of FCCV and Golden in respect of all present and after acquired property of the Borrower and the Subsidiaries under *The Personal Property Security Act* (Saskatchewan).

4. Security interests registered by or on behalf of FCCV and Golden in respect of all present and after acquired property of the Borrower under *The Personal Property Security Act* (Manitoba).

Schedule "B"

Assignment of Life Insurance Policies

$5,000,000 policy owned by the Borrower on the life of Florian Possberg issued by The Canada Life Assurance Company (Policy Number 14571138), which has been assigned as to $1,000,000 to each of The Bank of Nova Scotia, as Administrative Agent for the Senior Lending Syndicate, FCCV, Golden and the estate of Florian Possberg.