-IS IS EXHIBIT "/9" referred to in
Affidavit of Canute Jacseth
VORN before me at Saskatoon
IS 28th day of
October, 20 09
COMMISSIONER FOR OATHS in and
r the Province of Saskatchewan
eing a Solicitor – OR –
Iy Commission expires

INTER-LENDER PRIORITY AND PARI PASSU AGREEMENT

THIS AGREEMENT dated as of the 9th day of May, 2008.

AMONG:

> **INVESTMENT SASKATCHEWAN INC.**, a Saskatchewan corporation ("IS") by its portfolio managers and lawful attorneys, Victoria Park Capital Inc. and Crown Capital Partners Inc.
>
> \- and -
>
> **GOLDEN OPPORTUNITIES FUND INC.**, a Saskatchewan corporation ("GOF")
>
> \- and -
>
> **FCC VENTURES,** a division of **FARM CREDIT CANADA,** a corporation incorporated under the *Farm Credit Canada Act*, ("FCCV"), by its portfolio manager and lawful attorney, Avrio Investments Inc.
>
> \- and -
>
> **BIG SKY FARMS INC.**, a Saskatchewan corporation (the "Borrower")

WHEREAS the Borrower is or will be indebted to IS, GOF and FCCV (collectively, the "Lenders") pursuant to certain credit facilities made available to or which will be made available to the Borrower;

AND WHEREAS each of IS, GOF and FCCV has registered or may hereafter register certain security in all of the present and after-acquired property of the Borrower, both real and personal to secure the repayment of certain obligations owing or to become owing by the Borrower;

AND WHEREAS the parties have agreed to enter into this Agreement in order to set out the respective priorities of their security;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto agree as follows:

1. Interpretation

When interpreting this Agreement, the following provisions shall apply:

(a) The recitals to this Agreement shall form an integral part of this Agreement and shall be read and construed as part of the Agreement.

(b) Where used in this Agreement, the following words have the following meanings:

  (i) "Bridge Loans" means collectively, the FCCV Bridge Loan, the GOF Bridge Loan the IS Crown Bridge Loan and the IS VPC Bridge Loan;

  (ii) "FCCV Bridge Loan" means the short term loan and credit facility to be advanced by FCCV to the Borrower pursuant to that certain loan agreement dated May 9, 2008, as the same may be amended from time to time;

(iii) "FCCV Prior Debt" means all amounts owing by the Borrower to FCCV other than the FCCV Bridge Loan;

(iv) "FCCV Security" means all security interests, mortgages or charges, now or hereafter held by FCCV in the assets of the Borrower;

(v) "GOF Bridge Loan" means the short term loan and credit facility to be advanced by GOF to the Borrower pursuant to that certain loan agreement dated May 9, 2008, as the same may be amended from time to time;

(vi) "GOF Prior Debt" means all amounts owing by the Borrower to GOF other than the GOF Bridge Loan;

(vii) "GOF Security" means all security interests, mortgages or charges, now or hereafter held by GOF in the assets of the Borrower;

(viii) "IS Crown Bridge Loan" means the short term loan and credit facility to be advanced by IS to the Borrower pursuant to that certain loan agreement dated May 9, 2008, as may be amended from time to time;

(ix) "IS VPC Bridge Loan" means the short term loan and credit facility to be advanced by IS to the Borrower pursuant to that certain loan agreement dated December 27, 2007 as amended by the amending agreement dated May 9, 2008 and as may be further amended from time to time;

(x) "IS Security" means all security interests, mortgages or charges, now or hereafter held by IS in the assets of the Borrower;

(xi) "Lenders" means, collectively, FCCV, GOF and IS and "Lender" means any of such Lenders;

(xii) "Pro Rata Share" means, in respect of each of IS, GOF and FCCV and at any time, the proportion that the amount the Borrower owes to the Lender pursuant to its respective Bridge Loan at such time bears to the aggregate amount of all of the Bridge Loans outstanding at such time.

(xiii) "Security" means, collectively, the FCCV Security, the GOF Security and the IS Security;

(c) Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in *The Personal Property Security Act, 1993* (the "PPSA").

2. Consents

Each of the Lenders hereby consents to the creation and issuance by the Borrower to each of IS, GOF, and FCCV of the Security and of the Bridge Loans.

3. Priorities

(a) Each of IS, FCCV and GOF agrees that the Security shall rank equally, ratably and without preference over each of the other to the extent that the Security secures amounts (including costs of enforcement) owing from time to time under or in connection with the IS Crown Bridge Loan, the IS VPC Bridge Loan, the FCCV Bridge Loan and the GOF Bridge Loan. For greater certainty, IS, GOF and FCCV each agree that any proceeds received by any of them on account of the enforcement of their respective Security less the reasonable costs of enforcement incurred by the party enforcing its Security shall be divided between them according to their Pro Rata Share until all amounts owing under or in connection with the Bridge Loans have been repaid in full.

(b) Each of IS, GOF and FCCV agrees and recognizes that the IS Security and, to the extent that it secures the FCCV Bridge Loan and the GOF Bridge Loan, the FCCV Security and the GOF Security have priority over and shall rank in preference to the FCCV Security and the GOF Security to the extent that it secures, respectively, the FCCV Prior Debt and the GOF Prior Debt.

4. Proceeds

Any Proceeds (including for greater certainty, insurance proceeds) received by the Borrower or by any of the Lenders in respect of property of the Borrower charged by their respective Security shall be dealt with according to section 3 above, as though such Proceeds were paid or payable as proceeds of realization of the collateral for which they compensate and all Proceeds received by the Borrower shall be held in trust by it for the benefit of the Lenders in accordance with the provisions of this Agreement.

5. Priorities are Binding

The priorities set out in this Agreement shall apply in all events and circumstances regardless of:

(a) the date of execution, attachment, registration, perfection or re-perfection of any of the Security;

(b) the date of any advance or advances made by any of the Lenders;

(c) any variation in the manner or terms or payments to be made by the Borrower to any of the Lenders;

(d) fluctuations in the amounts owing by the Borrower to any of the Lenders;

(e) the taking by any of the Lenders of additional security over the assets of the Borrower;

(f) the granting by any of the Lenders of time, renewals, releases or discharges or any of the dealings by any of the Lenders with respect to the Borrower;

(g) the invalidity or unenforceability of any of the Security;

(h) the date of default by the Borrower under any of the Security or the dates of crystallization of any floating charges held by any of the Lenders; or

(i) 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 and *The Land Titles Act, 2000* (Saskatchewan).

6. Payments on Account of the Loans

(a) The Borrower agrees that it shall not make, and each of the Lenders agrees that it shall not receive, (i) any sums of money from the Borrower in payment on account of principal amounts owing pursuant to either the GOF Prior Debt or the FCCV Prior Debt unless and until all amounts owing under each of the Bridge Loans have been repaid in full; (ii) any sums of money from the Borrower in payment on account of accrued interest owing pursuant to either the GOF Prior Debt or the FCCV Prior Debt if after giving effect to such payment the Borrower shall be in default of any of the covenants owing under any of the Bridge Loans or any other loan agreement binding on it; or (iii) any sums of money from the Borrower in payment on account of amounts owing pursuant to any of the Bridge Loans unless the other Lenders have also received their respective Pro Rata Shares of such payments.

(b) Should any Lender receive sums of money in contravention of the priorities set out herein, then upon such Lender becoming aware of such payment, such Lender shall redirect such payment or such Pro Rata Share of such payment to such other Lenders as may be required to bring such payment into compliance with the terms of this Agreement without delay.

(c) Nothing in this Agreement shall restrict the Borrower from making, or GOF and/or FCCV from receiving, any sums of money from the Borrower in payment on account of regularly scheduled interest payments owing pursuant to either the GOF Prior Debt or the FCCV Prior Debt, provided that after giving effect to such payments there is no default under the Bridge Loans or any other loans owing by the Borrower to any lender.

7. Amendments to Obligations

None of the Lenders shall agree to any amendment of any agreement that has the effect of:

(a) increasing the principal amount payable by the Borrower in connection with any of the Bridge Loans;

(b) increasing the interest rate payable by the Borrower in connection with any of the Bridge Loans; or

(c) accelerating the time for payment of principal or interest payable by the Borrower in connection with any of the Bridge Loans.

8. Borrower Not a Beneficiary

The agreements made between the Lenders are made for the exclusive benefit of the Lenders and may be waived, modified or amended in any way by agreement between the Lenders, without the prior consent of the Borrower.

9. Information Sharing

From time to time upon request therefor, the Lenders may advise each other of the indebtedness and obligations of the Borrower to them and all security held by each. The Borrower hereby consents to the release and exchange of any personal or financial information.

10. Notice of Demand for Payment

Prior to making any demand for payment on the Borrower or proceeding to enforce its security, each Lender shall use its best efforts to forthwith provide the other Lenders notice of such demand or enforcement, provided, however, that if such Lender determines in good faith that any delay in demanding payment or enforcing its security would be prejudicial to it, such notice may be given at the time that demand for payment or enforcement is made. None of the Lenders shall be liable for any accidental omission to provide notice to the other Lenders as required pursuant to this section.

11. Notice of Default

Each Lender agrees to notify the other Lenders in writing within three days of its becoming aware of any default by the Borrower under the terms of any of the Bridge Loans. Such notice shall provide reasonable particulars with respect to the nature of the default. None of the Lenders shall be liable for any accidental omission to provide notice to the other Lenders as required pursuant to this section.

12. Consent of the Borrower

The Borrower hereby consents to the terms of this Agreement and confirms to and agrees with the Lenders that so long as the Borrower remains obligated or indebted to any of them, it shall stand possessed of its property so charged in favour of the Lenders in accordance with their respective interests and priorities set out in this Agreement.

13. Extension of Pari Passu Ranking in Connection with Rights Offering

It is acknowledged that the Borrower may after the date hereof extend certain rights to one or more of its shareholders (including without limitation Florian Possberg) to advance loans to the Borrower on terms no less favourable to the Borrower than the Bridge Loans. If and to the extent the Borrower does receive of any such loans ("Rights Offering Loans") (for greater certainty having terms no less favourable to the Borrower than the Bridge Loans) prior to June 30, 2008, then the Lenders agree to negotiate in good faith such amendments or supplements to this Agreement as may be necessary to permit the security granted in favour of the Rights Offering Loans to rank on a pari passu basis with the Bridge Loans and ahead of the GOF Prior Debt and FCCV Prior Debt to the same extent as the Bridge Loans. The Borrower and the Lenders agree that (i) the Lenders shall not be required to extend the pari passu ranking to any Rights Offering Loans to the extent that doing so could reasonably be expected to result in a loss of priority to any intervening registrations made by third parties against the assets of the Borrower after the date on which the Lenders registered their respective security; and (ii) the terms of the Rights Offering Loans shall expressly prohibit the acceleration of amounts owing under such loans or the exercise of other enforcement actions under such loans unless and until all of the Lenders also accelerated their respective Bridge Loans; and (iii) the terms of the Rights Offering Loans shall provide that the lenders thereunder shall have no right to appoint a receiver or receiver manager unless such receiver or receiver manager is also the receiver or receiver manager of one or more of the Lenders and has agreed to act only in accordance with the instructions of such Lender or Lenders.

14. General

(a) 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 IS: Investment Saskatchewan Inc. To FCCV: FCC Ventures, a division of Farm

c/o Victoria Park Capital Inc.
1850 – 1874 Scarth Street
S4P 4B3
Regina, Saskatchewan
Attention: CFO
Fax: (306) 5646-4618

Credit Canada
c/o Avrio Investments Inc.
340 – 2618 Hopewell Place N.E.
Calgary, Alberta
T1Y 7J7
Attention: John Kennedy
Fax: (905) 465-4331

And to:

Investment Saskatchewan Inc.
c/o Crown Capital Partners Inc.
1900 – 1874 Scarth Street
S4P 4B3
Attention: Chris Johnson
Fax: (306) 546-8010

To the Borrower: Big Sky Farms Inc.
10333 8th Ave.
P.O. Box 610
Humboldt, Saskatchewan
S0K 2A0
Attention: President
Fax: (306) 682-5042

To GOF: Golden Opportunities Fund Inc.
1300-410 22nd Street East
Saskatoon, Saskatchewan
S7K 5T6
Attention: CFO
Fax: (306) 652-8186

Any notice or other communication under this Agreement shall be in writing and shall be delivered, by registered mail, by courier or by facsimile. Any such notice shall be deemed to have been received on the day of personal delivery, on the fourth business day following mailing, on the day of receipt by courier or on the business day following transmission by facsimile. Business day is defined in this section to be any day, other than Saturday, Sunday or any statutory holiday in the Province of Saskatchewan.

(b) None of the Lenders shall transfer or assign their respective Security, without obtaining from the transferee or assignee an agreement to be bound by the provisions of this Agreement, in form satisfactory to the remaining parties.

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

(d) This Agreement may be executed by facsimile and in counterpart.

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

(f) None of the Lenders or the Borrower shall take any action to defeat any of the Security, the priorities, or the pari passu ranking set forth in this Agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INVESTMENT SASKATCHEWAN INC.

by its portfolio manager and lawful attorney, Victoria Park Capital Inc.

By: ______________________________

Janet Wightman
President & CEO

Laurie Powers
Chief Financial Officer

Title: ______________________________

and by its portfolio manager and lawful attorney, Crown Capital Partners Inc.

By: ______________________________

Title: ______________________________

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________

Title: ______________________________

FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.

By: ______________________________

Title: ______________________________

BIG SKY FARMS INC.

By: ______________________________

Title: ______________________________

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INVESTMENT SASKATCHEWAN INC.

by its portfolio manager and lawful attorney, Victoria Park Capital Inc.

By: ______________________________

Title: ____________________________

and by its portfolio manager and lawful attorney, Crown Capital Partners Inc.

By: Aaron Shatel

Title: A.S.O.

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________

Title: ____________________________

FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.

By: ______________________________

Title: ____________________________

BIG SKY FARMS INC.

By: ______________________________

Title: ____________________________

Signature page to Inter-Lender Pari Passu Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INVESTMENT SASKATCHEWAN INC.

by its portfolio manager and lawful attorney, Victoria Park Capital Inc.

By: ______________________________

Title: ____________________________

and by its portfolio manager and lawful attorney, Crown Capital Partners Inc.

By: ______________________________

Title: ____________________________

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________
Gilbert Kocu

Title: CHAIRMAN & CEO

FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.

By: ______________________________

Title: ____________________________

BIG SKY FARMS INC.

By: ______________________________

Title: ____________________________

Signature page to Inter-Lender Pari Passu Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INVESTMENT SASKATCHEWAN INC.

by its portfolio manager and lawful attorney, Victoria Park Capital Inc.

By: ______________________________

Title: ____________________________

and by its portfolio manager and lawful attorney, Crown Capital Partners Inc.

By: ______________________________

Title: ____________________________

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________

Title: ____________________________

FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.

By: ______________________________
John Kennedy

Title: VP

BIG SKY FARMS INC.

By: ______________________________

Title: ____________________________

Signature page to Inter-Lender Pari Passu Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INVESTMENT SASKATCHEWAN INC.

by its portfolio manager and lawful attorney, Victoria Park Capital Inc.

By: ______________________________

Title: ____________________________

and by its portfolio manager and lawful attorney, Crown Capital Partners Inc.

By: ______________________________

Title: ____________________________

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________

Title: ____________________________

FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.

By: ______________________________

Title: ____________________________

BIG SKY FARMS INC.

By: ______________________________

Title: CFO

Signature page to Inter-Lender Pari Passu Agreement