SECOND INTER-LENDER PRIORITY AND PARI PASSU AGREEMENT

THIS AGREEMENT dated as of the 15th day of December, 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., in its capacity as First Round Lender defined herein

- and -

INVESTMENT SASKATCHEWAN INC., a Saskatchewan corporation ("IS") by its portfolio manager and lawful attorney, Victoria Park Capital Inc., in its capacity as Second Round Lender defined herein

- 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 -

FLORIAN POSSBERG, of the Humboldt district of Saskatchewan (Possberg")

- and -

CLIFFORD WIEGERS, of Saskatoon, Saskatchewan ("Wiegers")

- and -

BIG SKY FARMS INC., a Saskatchewan corporation (the "Borrower")

WHEREAS IS, GOF and FCCV (collectively, the "Initial Lenders") made available to the Borrower certain working capital loans pursuant to credit agreements dated the 9th day of May, 2008 (the "Initial Credit Agreements");

AND WHEREAS pursuant to the terms of the Initial Credit Agreements, the Initial Lenders and the Borrower entered into an Inter-Lender Priority and Pari Passu Agreement dated as of the 9th day of May, 2008 (the "Original Priority Agreement");

AND WHEREAS Possberg and Wiegers, as shareholders, made certain working capital loans to the Borrower under credit agreements having terms and conditions substantially the same as the terms and conditions of the First Round Credit Agreements (such credit agreements, together with the Initial Credit Agreements being referred to herein as the "First Round Credit Agreements");

AND WHEREAS each of the First Round Lenders (defined below) 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 pursuant to the First Round Credit Agreements;

AND WHEREAS IS, GOF, FCCV, Possberg and Wiegers (in their capacity as lenders pursuant to the First Round Credit Agreements, collectively, the "First Round Lenders") and the Borrower entered into an Amended and Restated Inter-Lender Pari Passu Agreement dated the 30th day of May, 2008 (the "First Amended Priority Agreement") to set out the respective priorities of their security;

AND WHEREAS the Borrower is or will be indebted to IS, GOF and FCCV pursuant to certain additional credit facilities made available to or which will be made available to the Borrower between December 15, 2008 and December 24, 2008, pursuant to Credit Agreements dated the 15th day of December, 2008 (the "Second Round Credit Agreements")(IS, GOF and FCCV in their capacity as lenders pursuant to the Second Round Credit Agreements, collectively, the "Second Round Lenders");

AND WHEREAS each of the Second Round Lenders 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 pursuant to the Second Round Credit Agreements;

AND WHEREAS the parties have agreed to enter into this Agreement in order to set out the respective priorities of their Security (defined below);

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

(ii) "FCCV Prior Debt" means all amounts owing by the Borrower to FCCV other than the FCCV First Bridge Loan and the FCCV Second Bridge Loan;

(iii) "FCCV Second Bridge Loan" means the short term loan and credit facility to be advanced by FCCV to the Borrower pursuant to that certain credit agreement dated December 15, 2008, as the same may be amended from time to time;

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

(v) "First Bridge Loans" means collectively, the FCCV First Bridge Loan, the GOF First Bridge Loan the IS Crown First Bridge Loan, the IS VPC First Bridge Loan, the Possberg First Bridge Loan and the Wiegers First Bridge Loan;

(vi) "First Pro Rata Share" means, in respect of each of the First Round Lenders and at any time, the proportion that the amount the Borrower owes to the First Round Lender pursuant to its respective First Bridge Loan at such time bears to the aggregate amount of all of the First Bridge Loans outstanding at such time;

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

(viii) "GOF Prior Debt" means all amounts owing by the Borrower to GOF other than the GOF First Bridge Loan and the GOF Second Bridge Loan;

(ix) "GOF Second Bridge Loan" means the short term loan and credit facility to be advanced by GOF to the Borrower pursuant to that certain credit agreement dated December 15, 2008, as the same may be amended from time to time;

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

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

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

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

(xiv) "IS VPC Second Bridge Loan" means the short term loan and credit facility to be advanced by IS to the Borrower pursuant to that certain credit agreement dated December 15, 2008, as the same may be amended from time to time;

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

(xvi) "Possberg First Bridge Loan" means the short term loan and credit facility advanced by Possberg to the Borrower pursuant to that certain credit agreement dated May 30, 2008, as the same may be amended from time to time;

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

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

(xix) "Second Pro Rata Share" means, in respect of each of the Second Round Lenders and at any time, the proportion that the amount the Borrower owes to the Second Round Lender pursuant to its respective Second Bridge Loan at such time bears to the aggregate amount of all of the Second Bridge Loans outstanding at such time;

(xx) "Security" means, collectively, the FCCV Security, the GOF Security, the IS Security, the Possberg Security and the Wiegers Security;

(xxi) "Wiegers First Bridge Loan" means the short term loan and credit facility advanced by Wiegers to the Borrower pursuant to that certain credit agreement dated June 15, 2008, as the same may be amended from time to time; and

(xxii) "Wiegers Security" means all security interests, mortgages or charges, now or hereafter held by Wiegers in the assets of the Borrower.

(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 First and Second Bridge Loans.

3. Second Round Priorities

(a) Notwithstanding any other provision of this Agreement, each Lender recognizes and agrees that the Second Bridge Loans are intended to be "last in, first out" working capital loans.

(b) Correspondingly and notwithstanding any other provision of this Agreement, each Lender recognizes and agrees that the Security of the Second Round Lenders, to the extent that such Security secures the IS VPC Second Bridge Loan, the FCCV Second Bridge Loan and the GOF Second Bridge Loan, shall have priority over and rank in preference to all other Security.

(c) As among the Second Round Lenders, their Security shall rank equally, rateably and without preference over each other Second Round Lender's Security to the extent that the Security secures amounts (including costs of enforcement) owing from time to time under or in connection with the IS VPC Second Bridge Loan, the FCCV Second Bridge Loan and/or the GOF Second Bridge Loan.

(d) The Second Round Lenders 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 Second Pro Rata Share until all amounts owing under or in connection with the Second Bridge Loans have been repaid in full.

4. First Round Priorities

Subject to section 3 above, each Lender recognizes and agrees that:

(a) each Lender's Security shall rank equally, rateably and without preference over each other Lender's Security to the extent that the Security secures amounts (including costs of enforcement) owing from time to time under or in connection with the First Bridge Loans; and

(b) 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 First Pro Rata Share until all amounts owing under or in connection with the First Bridge Loans have been repaid in full.

5. Priority of Prior Debt

Subject to sections 3 and 4 above, each First Round Lender, including FCCV and GOF, recognizes and agrees that the Security of each Lender shall have priority and shall rank in preference over the FCCV Security and the GOF Security to the extent that the FCCV Security and GOF Security secures the FCCV Prior Debt and/or the GOF Prior Debt.

6. 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 the priorities set out herein, 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.

7. 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).

8. 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 on account of principle under the GOF Prior Debt or the FCCV Prior Debt, until all amounts owing under each of the First Bridge Loans and Second 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 the GOF Prior Debt, the FCCV Prior Debt or the First Bridge Loans if after giving effect to such payments the Borrower shall be in default of any of the covenants owing under any of the Second 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 First or Second Bridge Loans unless the other Lenders have also received their respective First or Second Pro Rata Shares, as the case may be, 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 First or Second 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 First or Second Bridge Loans or any other loans owing by the Borrower to any lender.

9. 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 First or Second Bridge Loans;

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

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

10. 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.

11. 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.

12. 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.

13. 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 First Bridge Loans or Second 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.

14. 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.

15. 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 to advance loans to the Borrower on terms no less favourable to the Borrower than the Second Bridge Loans. If and to the extent the Borrower does receive any such loans ("Second Rights Offering Loans") (for greater certainty having terms no less favourable to the Borrower than the Second Bridge Loans) prior to February 27, 2009, 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 Second Rights Offering Loans to rank on a pari passu basis with the Second Bridge Loans and ahead of the First Bridge Loans and the GOF Prior Debt and FCCV Prior Debt to the same extent as the Second Bridge Loans. The Borrower and the Lenders agree that (i) the Lenders shall not be required to extend the pari passu ranking to any Second 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; (ii) the terms of the Second 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 Second Bridge Loans; and (iii) the terms of the Second 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.

16. 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. c/o Victoria Park Capital Inc. 1850 – 1874 Scarth Street S4P 4B3 Regina, Saskatchewan Attention: CFO Fax: (306) 566-4618	To FCCV:	FCC Ventures, a division of Farm 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	To Possberg:	Florian Possberg SE 5-36-23 W2 P.O. Box 2578 Humbolt, Saskatchewan S0K 2A0
To Weigers:	c/o Wiegers Financial 901-3rd Avenue North Saskatoon, Saskatchewan S7K 2K4 Attention: Cliff Wiegers Fax: (306) 244-0949		

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) The parties acknowledge and agree that the First Amended Priority Agreement remains in force and effect and shall survive the execution and delivery of this Agreement, provided that in the event of any inconsistency between the provisions of this Agreement and any provision of the First Amended Priority Agreement, the provisions of this Agreement shall prevail.

(c) 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.

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

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

(f) 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.

(g) 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: ______________________________

Title: ______________________________

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: ______________________________

____
CLIFFORD WIEGERS

____
FLORIAN POSSBERG

Signature page to Second Inter-Lender Pari Passu Agreement

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INVESTMENT SASKATCHEWAN INC.

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

By: ______________________________

Title: ______________________________

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 D. Kennedy

Title: V.P.

BIG SKY FARMS INC.

By: ______________________________

Title: ______________________________

____
CLIFFORD WIEGERS

____
FLORIAN POSSBERG

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INVESTMENT SASKATCHEWAN INC.

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

By: ______________________________

Title: ____________________________

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

By: ______________________________

Title: ____________________________

GOLDEN OPPORTUNITIES FUND INC.

By: ______________________________

Title: CFO + DIRECTOR

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: ____________________________

____
CLIFFORD WIEGERS

____
FLORIAN POSSBERG

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INVESTMENT SASKATCHEWAN INC.

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

By: ______________________________

Title: ____________________________

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

By: ______________________________

Title: ____________________________

BIG SKY FARMS 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: ____________________________

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CLIFFORD WIEGERS

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FLORIAN POSSBERG

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INVESTMENT SASKATCHEWAN INC.

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

By: ______________________________

Title: ______________________________

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

By: Alan Love

Title: A.S.O. ASO

BIG SKY FARMS 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: ______________________________

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CLIFFORD WIEGERS

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FLORIAN POSSBERG

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INVESTMENT SASKATCHEWAN INC.

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

By: ______________________________

Title: ____________________________

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

By: ______________________________

Title: ____________________________

BIG SKY FARMS INC.

By: ______________________________

Title: CEO

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: ____________________________

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CLIFFORD WIEGERS

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FLORIAN POSSBERG

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INVESTMENT SASKATCHEWAN INC.	**GOLDEN OPPORTUNITIES FUND INC.**
by its portfolio manager and lawful attorney, Victoria Park Capital Inc.	By: ______________________
By: ______________________	Title: ______________________
Title: ______________________	
by its portfolio manager and lawful attorney, Crown Capital Partners Inc.	**FCC VENTURES, a division of FARM CREDIT CANADA, by its portfolio manager and lawful attorney, AVRIO INVESTMENTS INC.**
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
BIG SKY FARMS INC.	
By: ______________________	______________________ **CLIFFORD WIEGERS**
Title: ______________________	
	______________________ **FLORIAN POSSBERG**

Signature page to Second Inter-Lender Pari Passu Agreement