Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.

Tender information package

10 August 2015

Building a better working world

Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.

Naber Specialty Grains Ltd. ("**NSGL**") and Melfort Grain Terminal Ltd. ("**MGTL**") (collectively, the "**Companies**") conducted business in the agricultural sector, operating seed cleaning, grain terminal and related assets in Melfort, in the Province of Saskatchewan, Canada.

On 18 June 2015, the Court of Queen's Bench of Saskatchewan (the "**Court**") issued an Order (the "**Receivership Order**") appointing Ernst & Young Inc. as Receiver (the "**Receiver**") of the assets, property and undertakings of the Companies.

The Receiver has prepared this Tender Information Package and hereby solicits tenders for the purchase of some or all of the Companies' assets (the "**Assets**") as described in the Notice of Sale. Tenders are to be received by Ernst & Young Inc., 2700 – 360 Main St., Winnipeg, Manitoba, Canada, R3C 4G9, Attention: Mr. Marcus Matychuk, no later than 12 o'clock noon (Central Daylight Time) on Monday 14 September 2015.

Enclosed is a detailed description of the assets offered for sale and the terms and conditions relating to their sale. The Receiver has prepared an electronic data room with additional information relating to the Assets. Qualified Bidders may be granted access to the data room by returning an executed Non-Disclosure Agreement to the Receiver by email at marcus.matychuk@ca.ey.com or by fax at 204 956 0138.

Qualified Bidders are defined as being interested parties who have executed the Non-Disclosure Agreement and who are, in the Receiver's sole discretion, a party with a reasonable prospect of completing a transaction as contemplated herein. Appointments to view the Assets can be made by contacting Mr. Marcus Matychuk by email or by phone 204 933 0296.

The information contained in this Tender Information Package is provided for information purposes only and should not be relied upon by tenderers submitting tenders. The purpose of this Tender Information Package is to provide non-audited information to interested parties for some or all of the assets of the Companies. The asset listings and descriptions included in this Tender Information Package have been prepared solely for the purpose of assisting recipients to identify and submit tenders for the Assets. The Receiver makes no representation whatsoever with respect to their accuracy. Interested parties will be permitted to conduct their own due diligence prior to providing a tender offer and must rely solely on their own investigations.

Yours very truly,

ERNST & YOUNG INC.
Acting in its capacity as Court-Appointed Receiver of
Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.
and not in its personal or corporate capacity

Per:

Joe Healey

Joe Healey, CA, CIRP
Senior Vice President

Table of contents

Notice of sale

IN THE MATTER OF THE RECEIVERSHIP OF NABER SPECIALTY GRAINS LTD. AND MELFORT GRAIN TERMINAL LTD.

NOTICE OF SALE BY TENDER

This is a call for tenders for the sale of some or all of the assets of Naber Specialty Grains Ltd. ("**NSGL**") and Melfort Grain Terminal Ltd. ("**MGTL**") (collectively, the "**Companies**").

On 18 June 2015, the Court of Queen's Bench of Saskatchewan (the "**Court**") issued an Order (the "**Receivership Order**") appointing Ernst & Young Inc. as Receiver (the "**Receiver**") of the assets, property and undertakings of the Companies. A copy of the order is available for viewing at www.ey.com/ca/naber

The Companies were primarily involved in the operation of a seed cleaning and grain storage facility in Melfort, SK.

Sealed tenders will be accepted by the Receiver until 12 o'clock noon (Central Daylight Savings Time) on Monday 14 September 2015, for the purchase of the following assets:

Parcel 1	Receiver's right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK
Parcel 2	Receiver's right, title and interest in and to land parcel 135772263 (400 Railway Ave) in the municipality of Star City, SK

The highest or any offer will not necessarily be accepted.

Tenders must be accompanied by a certified cheque or bank draft payable to "Ernst & Young Inc. Receiver for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd." for 15% of the amount of the offer price as a deposit. This deposit will be refunded if the offer is not accepted and forfeited to the Receiver on account of liquidated damages if the offer is accepted and the sale is not completed by the offerer. The balance of the offer price will be payable by certified cheque or bank draft on closing. Tenders may be made for individual parcels or en bloc, but en bloc offers must stipulate a separate price for each parcel.

Tenders will only be accepted in sealed envelopes, clearly marked "**Tender – Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.**".

All tenders shall be subject to the Conditions of Sale, which shall form part thereof and may be obtained from the Receiver or accessed via the Receiver's web site at: www.ey.com/ca/naber

To obtain a copy of the Tender Information Package, request access to the Receiver's electronic data room or for any other information with respect to the tender sale, please contact Mr. Marcus Matychuk at 204-933-0296 or marcus.matychuk@ca.ey.com.

ERNST & YOUNG INC.
Acting in its capacity as Court-Appointed Receiver and Manager
for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.
and not in its personal or corporate capacity

2700 – 360 Main Street
Winnipeg, Manitoba, Canada
R3C 4G9

Conditions of sale

1. The Vendor is Ernst & Young Inc. acting in its capacity as Court-appointed Receiver and Manager for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. (the "Receiver") pursuant to an Order of the Court of Queen's Bench of Saskatchewan (the "Court") dated 18 June 2015 (the "Receivership Order").
2. The Receiver is selling its right, title and interest, if any, in the following assets pursuant to these Conditions of Sale for the following parcels:

Parcel 1	Receiver's right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK
Parcel 2	Receiver's right, title and interest in and to land parcel 135772263 (400 Railway Ave) in the municipality of Star City, SK
Parcel 3	Parcels 1 and 2 inclusive

3. Lists of specific assets included in each parcel are attached as Appendix A. Such lists and any other material or information provided to prospective tenderers relating to the assets have been prepared solely for the convenience of prospective tenderers and are not warranted to be complete or accurate and do not form part of these Conditions of Sale. Every tenderer shall be deemed to have, and by submitting an offer represents that it has, relied on its own inspection and investigation of the assets and the title thereto.
4. It is expressly understood that assets marked "Property of Others" are not included in the property offered for sale.
5. The assets may be inspected by appointment only.
6. The Receiver has populated an electronic data room with additional material related to the Companies. In order to be provided access to the electronic data room, each prospective bidder must deliver to the Receiver at the address specified in the Notice of Sale an executed Non-Disclosure Agreement in the form attached hereto as Appendix B which shall enure to the benefit of any purchaser of the assets.
7. A potential bidder who has executed and submitted a Non-Disclosure Agreement, as described above, and who the Receiver, in its sole discretion, determines has a reasonable prospect of completing a transaction as contemplated herein, will be deemed a "Qualified Bidder" and will be promptly notified of such designation by the Receiver.
8. The Receiver shall provide Qualified Bidders with access to the electronic data room. The Receiver makes no representation or warranty as to the accuracy or completeness of the information contained in the Tender Information Package, the electronic data room or to the information to be provided through the due diligence process or otherwise, except to the extent otherwise contemplated under any definitive sale agreement with a successful bidder executed and delivered by the Receiver and where necessary, approved by the Court.
9. Tenders will be for a fixed amount and there will be no adjustments of any kind except as specifically set out in these Conditions of Sale. The acceptance of any tender is

subject to the Receiver obtaining the approval of the Court of Queen's Bench of Saskatchewan, as set out in the Receivership Order.

10. Sealed tenders marked "Tender – Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd." shall be delivered or mailed postage prepaid to Ernst & Young Inc., 2700 – 360 Main Street, Winnipeg, MB R3C 4G9; to the attention of Mr. Marcus Matychuk, so as to be received before 12 o'clock noon (Central Daylight Time) on Monday 14 September 2015.

11. Tenders will be opened at 1 o'clock in the afternoon (Central Daylight Time) on Monday 14 September 2015. The Receiver reserves the right to enter into and/or conclude sale arrangements on the assets before such date and time.

12. Every tender submitted should be in the form of tender enclosed herein, but may contain proposals for amending the Conditions of Sale. A tenderer seeking to amend the Conditions of Sale or tenders received that are not on the attached form may, at the sole discretion of the Receiver, be rejected. The tender must identify the actual tenderer and owners and ultimate parent company of the tenderer and contain either: (a) written evidence of a firm, irrevocable commitment for financing from a creditworthy bank or financial institution, or (b) other evidence of the ability to fund and consummate the sale on or before the Closing Date satisfactory to the Receiver in its sole and absolute discretion.

13. Tenders may be made for individual parcels or en bloc for Parcels 1-2 (i.e., Parcel 3), but en bloc tenders must stipulate a separate price for each parcel. Tenders submitted for more than one parcel will be considered as a separate tender for each parcel unless the tenderer specifically states that the acceptance of one parcel is conditional upon the acceptance of one or more other parcels.

14. Proposals from auctioneers to auction any of the parcels on behalf of the Receiver containing a guaranteed minimum net return to the Receiver will be considered.

15. Each tenderer shall, with its tender, deliver to the Receiver a certified cheque or bank draft payable to "Ernst & Young Inc. Receiver for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd." for fifteen percent (15%) of the aggregate tendered price (the "**Purchase Price**"). If the tender is accepted, said monies shall be a cash deposit and the successful tenderer(s) (hereinafter called the "**Purchaser**") of Parcels 1 to 2 shall pay the balance of the Purchase Price to the Receiver, in cash, by certified cheque or bank draft, without interest, within thirty (30) days after having been notified by the Receiver of the acceptance of any tender(s), or within seven (7) days following the granting of a vesting order by the Court, if so required, unless an alternate date is mutually agreed upon by the Receiver and the Purchaser (hereinafter called the "**Closing Date**").

16. The Receiver shall be entitled to speak with tenderers to clarify and finalize the terms of any tenders delivered to the Receiver.

17. Certified cheques or bank drafts accompanying tenders that are not accepted will be returned to the tenderer by prepaid courier addressed to the tenderer at the address set out in its tender or made available for pick-up not later than seven (7) days following the opening of tenders, unless otherwise arranged with the tenderer.

18. Each tenderer shall comply with all reasonable requests for additional information by the Receiver regarding such tenderer and its contemplated transaction. Failure by a tenderer to comply with requests for additional information will be a basis for the Receiver to determine that the tenderer is not a Qualified Bidder.

19. If any tender is accepted by the Receiver, then such acceptance, including a statement of whether such acceptance is subject to Court approval, shall be communicated to the Purchaser within seven (7) days of the opening of the tenders by notice in writing sent by the Receiver to the Purchaser at the address set forth in its tender, such notice to be given by mail, courier, facsimile, email or personal delivery and to be deemed effectively given when deposited in the post office, when personally delivered or when sent by facsimile or email, as the case may be.

20. When a tender for any parcel(s) is accepted, the terms of the advertised Notice of Sale by Tender, the tender and the acceptance thereof, and these Conditions of Sale shall constitute an agreement of purchase and sale (hereinafter called the "**Agreement of Purchase and Sale**"), between the Purchaser and the Receiver with respect to such parcel(s) (hereinafter referred to as the "**Purchased Property**").

21. The closing of the Agreement or Agreements of Purchase and Sale formed by the acceptance of a tender shall take place at the office of the Receiver at 2700 – 360 Main Street, Winnipeg, MB R3C 4G9, Canada, or such other place as the Receiver may designate; at 1 o'clock in the afternoon (Central Time) on the Closing Date.

22. The Receiver shall apply, no later than fifteen (15) business days after the selection by the Receiver of the Purchaser(s), to the Court for an order approving the selected tender(s) and authorizing the Receiver to enter into any and all necessary agreements with the Purchaser(s), as well as an order conveying title to the Purchased Property in the name of the Purchaser(s). A business day shall be defined as a day, other than Saturday and Sunday, on which banks are open for business in the City of Saskatoon in the Province of Saskatchewan ("**Business Day**").

23. Upon closing of the sale contemplated by the Agreement of Purchase and Sale, the Purchaser shall be entitled, upon receipt by the Receiver of the Purchase Price, only to such Bill of Sale or Assignments as may be considered necessary by the Receiver to convey the Receiver's interest in the Purchased Property to the Purchaser. Any such Bills of Sale or Assignments shall contain only a release of the Receiver's interest in the Purchased Property and shall not contain any covenant, warranty or representation other than a covenant that the Receiver has done no act to encumber the Purchased Property.

24. The Purchaser shall pay on closing in addition to the Purchase Price and shall, with respect to any liability therefore, indemnify and save harmless the Receiver from all applicable Federal and Provincial taxes arising on the sale and payable by the Purchaser including, without restriction, taxes pursuant to applicable provincial sales tax and the *Excise Tax Act* (Canada). Any taxes which the Receiver is required by law to collect from the Purchaser on sale shall be paid by the Purchaser to the Receiver on closing.

25. The Purchaser shall assume, at the Purchaser's cost, complete responsibility for compliance with all municipal, provincial or federal or other applicable laws and

regulations insofar as the same apply to the Purchased Property and the use thereof by the Purchaser.

26. The Purchaser shall be responsible to pay any and all registration costs charged by any governmental authority to register any of the Purchased Property into the name of the Purchaser.

27. Certain licenses, permits and consents held by NSGL and MGTL and used by them in their operations may no longer be in force and/or may not be assignable to a Purchaser. As such it may be necessary for a Purchaser to apply for and/or enter into agreements on its own behalf of obtain new licenses, permits and/or consents. Upon request, the Receiver will provide such information as is in its possession concerning the primary licenses, permits and consents that were utilized by NSGL and MGTL.

28. The Receiver shall not be required to produce any tax certificate, clearance certificate, plan of survey, abstract of title or documents or copies thereof or any evidence as to title, other than those in its actual possession.

29. The obligation of the Receiver to sell, and of the Purchaser to purchase the Purchased Property shall, at the option of the Receiver, terminate in the event that prior to the Closing Date of the sale the Purchased Property is substantially destroyed by fire, flood, the elements, Government action, civil commotion or any other external cause beyond the control of the Receiver (each a "**Force Majeure Event**"). Such option to terminate by the Receiver shall be exercised by giving notice in writing to the Purchaser that it intends to take the proceeds, if any, payable under any existing insurance policies and terminate the Agreement of Purchase and Sale. In such event, the Agreement of Purchase and Sale shall automatically terminate and be deemed null and void and the deposit money shall be returned to the Purchaser without interest, cost, compensation or deduction and no party shall be liable to another for any costs or damages whatsoever. If the Receiver does not exercise such option following the occurrence of a Force Majeure Event, the Purchaser, at its option may complete the Agreement of Purchase and Sale, such option to be exercised, in writing, within seven (7) days after notice to the Purchaser that the Receiver does not intend to exercise its option to terminate. In such event, the Purchaser shall be entitled only to an assignment of any proceeds payable under the existing insurance policies and transfer of any remaining Purchased Property in full settlement of the Receiver's obligations to repair or replace the damaged assets and in full satisfaction of this Agreement of Purchase and Sale. If the Purchaser does not exercise its option, the Agreement of Purchase and Sale shall be automatically terminated and deemed null and void and the deposit money shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.

30. The Receiver shall remain in possession of the Purchased Property and title to the Purchased Property shall not pass until the Purchase Price thereof has been paid in full.

31. If the Purchaser of any parcel(s) fails to comply with these Conditions of Sale, the deposit with respect to that parcel or all deposits received with respect to all parcels, shall be forfeited to the Receiver on account of liquidated damages and such parcel(s) may be resold by the Receiver and the Purchaser shall pay to the Receiver (i) an amount equal to the amount, if any, by which the Purchase Price under the Agreement

of Purchase and Sale exceeds the net purchase price received by the Receiver pursuant to such resale; and (ii) an amount equal to all costs and expenses incurred by the Receiver in respect of, or occasioned by, the Purchaser's failure to comply with the Agreement of Purchase and Sale.

32. By submitting a tender, a Purchaser acknowledges that it has inspected the Purchased Property and that the Purchased Property is sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or compliance of the Purchased Property with environmental laws and requirements, or in respect of any other matter or thing whatsoever. Without limitation, all parcels are specifically offered as they exist on closing and with no adjustments to be allowed the Purchaser for changes in conditions, qualities or quantities of such parcels from the date hereof to the closing date. Each Purchaser acknowledges that the Receiver is not required to inspect or count, or provide any inspection or counting, of the Purchased Property or any part thereof and each Purchaser shall be deemed to have relied entirely on its own inspection and investigation including an independent investigation by the Purchaser of current and past uses of the Purchased Property to satisfy the Purchaser as to the effects of any environmental laws, regulations or requirements upon the Purchased Property or the transfer by the Receiver to the Purchaser of the Purchased Property. It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consent to such transfer and any further documents or assurances which are necessary or desirable in the circumstances.

33. Ernst & Young Inc. acts in its capacity as Receiver as aforementioned and shall have no personal or corporate liability hereunder or from any Agreement of Purchase and Sale contemplated hereby or as a result of any sale contemplated hereby.

34. The highest or any tender will not necessarily be accepted.

35. In consideration of the Receiver making available to tenderers these Conditions of Sale, any other information, and the opportunity of inspection and/or in consideration of receiving and considering any tender to be submitted hereunder, each tenderer agrees that its tender is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.

36. In the event that some of the tenders submitted have similar terms and/or amounts, the Receiver may in its sole discretion call upon those tenderers to submit further tenders.

37. The Receiver, at its discretion, may: (a) waive or vary any or all of the Terms and Conditions herein or in the Notice of Sale by Tender; and (b) adopt such other terms or conditions of sale (including conditions that may depart from those set forth herein) that in its reasonable business judgement will better promote the goals of this tender process.

38. The Terms and Conditions contained herein shall not merge on closing unless otherwise provided for in writing between the parties.

39. The validity and interpretation of these Conditions of Sale, and each provision and part thereof and of the Agreement of Purchase and Sale defined herein, shall be governed by the laws of the Province of Saskatchewan and the courts of the Province

of Saskatchewan shall have exclusive jurisdiction with respect to any dispute arising out of these Conditions of Sale or any Agreement of Purchase and Sale entered into pursuant hereto.

40. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors or assigns as the case may be. The Purchaser may not assign its interest in the Agreement of Purchase and Sale without prior written consent of the Receiver.

41. Any notice provided for herein shall be given in writing:

To the Receiver,	Ernst & Young Inc. Attention: Mr. Joe Healey 2700 – 360 Main Street Winnipeg, Manitoba R3C 4G9
To any offeror or purchaser,	At the address set forth in the offer.

42. All stipulations as to time are strictly of the essence.

43. Any tender of documents or money hereunder may be made upon the Receiver or the Purchaser, or their respective solicitors in immediately available funds in Canadian currency.

44. The Purchaser(s) agree(s) to accept title to any real property subject to work orders, license and lease conditions, municipal requirements, including building or zoning by-laws and regulations, easements for hydro, gas, telephone or any other utility affecting the Purchased Property, like services to the Purchased Property, and restrictions and/or covenants which run with the land.

45. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. The Receiver assumes no responsibility or liability for and shall not be required to discharge or adjust for any taxes, assessments, rates, liens, or other liabilities which do not, by law, form a specific lien or charge upon or against the Purchased Property in priority to the interest being conveyed.

46. The Receiver shall not be required to pay any finder's fee, commission, expense or any other compensation to any agent, consultant, adviser or other intermediary of any prospective Purchaser under any circumstance unless agreed to separately and in writing.

47. The Receiver reserves the right, in its sole and unfettered discretion, to withdraw all or any part of the assets being offered for sale at any time without notice to any party. If the Receiver exercises this right, the Agreement of Purchase and Sale affecting such parcel(s) shall be automatically terminated and deemed null and void and the deposit money shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.

DATED at Winnipeg, Manitoba this 10th day of August 2015.

ERNST & YOUNG INC.
Acting in its capacity as Court-Appointed Receiver and Manager for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. and not in its personal or corporate capacity

Attention: Mr. Joe Healey
2700 – 360 Main Street
Winnipeg, Manitoba R3C 4G9

Form of tender

To: Mr. Marcus Matychuk
Ernst & Young Inc.
Court-appointed Receiver and Manager for Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.
2700 – 360 Main Street
Winnipeg, Manitoba R3C 4G9

1. ______________________________
(Name of Tenderer)

2. ______________________________
(Address of Tenderer)

3. ______________________________ 4. ______________________________
(Telephone Number) (Fax Number)

5. ______________________________
(Email Address)

6. I/We hereby submit this tender for the purchase of the parcel indicated below.

Parcel 1	**Receiver's right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK**

$______________________________ (Cdn.)

Parcel 2	**Receiver's right, title and interest in and to land parcel 135772263 (400 Railway Ave) in the municipality of Star City, SK**

$______________________________ (Cdn.)

Parcel 3	**This tender is an en bloc tender with respect to the following listed parcels (i.e., Receiver can accept all, but not less than all of the tenders for the following parcels**

Parcels: ______________________________

$______________________________ (Cdn.)

7. We/I agree, in the event that this tender is accepted, to be bound by the Conditions of Sale dated 10 August 2015, in connection with the above Company which shall form part of this tender. We/I agree that the Vendor is not obligated to accept the highest or any tender and may reject any or all tenders.

8. This tender and offer is irrevocable.

9. Enclosed is our/my bank draft payable to Ernst & Young Inc., Court-appointed Receiver of Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. as a deposit in the amount of

$_______________________________________ (Cdn.),

representing 15% of the total amount of our/my tender submitted herein.

DATED at _________________________ this ______ day of________________ 2015.

Witness	Authorized Signing Officer
Name (please print)	Name (please print)

Appendix A - Detailed parcel listing

Parcel 1	Receiver's right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK
Parcel 2	Receiver's right, title and interest in and to land parcel 135772263 (400 Railway Ave) in the municipality of Star City, SK

Parcel 1

The Receiver's right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK

Parcel 1 is comprised of the Companies' right, title and interest in and to certain seed cleaning, grain terminal and related assets in Melfort, SK. The Companies' facilities are located at the intersection of Highway 3 and Highway 41A on the outskirts of Melfort, with two parallel rail spurs that can accommodate 35 hopper cars.

The Companies clean and handle wheat, barley, canola, flax and oats. In addition, it is equipped to precision clean lentils, peas, canary seed and it mills oats into high value end user products. It recently added storage and high capacity blending equipment for the bulk fertilizer business.

The Companies have shipped significant volumes of wheat to Canadian and US ports and had direct sales of oats to US food processors, barley to Chinese malt processors and processed oat products to US and Mexican end users.

Key Attributes

- Located on 110 acres (+ / -) of owned land, with expansion capacity for additional facilities and/or rail car loading.
- Four buildings, including a grain handling/processing facility, main shop facility, ancillary storage and office building.
- Two 45MT railway load out scales and one 100 foot, 100MT truck scale.
- 50 MT per hour precision cleaning capacity, and 100MT per hour commercial cleaning capacity, with five individual product processing lines.
- 38 corrugated steel and welded steel hopper bins (sizes range between 80MT and 410MT).
- Crops processed include canary seed, peas, lentils, wheat, canola, barley, flax, oats and oat grouts.

Land parcels
The owned property consists of a total of 110 acres on three parcels.

Parcel 135783557 is utilized for the main terminal and could support future expansion. The yard site is graveled with road access directly from Highway 41A. It is serviced with 600 volt power, municipal water and an underground septic.

Adjacent to the east of the terminal (across Highway 41A) is Parcel number 135783579. It is a vacant triangular shaped parcel with frontage on Highway 41A of approximately 700 feet with access from a grid road on the north and east side. Perpendicular depth from the Highway 41A is approximately 550′ at the deepest point. Power service is underground to the site, water is supplied by municipal service and sewer is private underground septic.

Parcel number 135783591 is an approximately triangular-shaped parcel immediately north of the terminal site, across Highway 3 (to the north) with frontage of approximately 459′. The parcel comprises approximately 22 acres.

Buildings (all sizes approximate and not verified by the Receiver)
a. Main Workhouse Building
The main workhouse building was constructed in 1998 and is an 11,000 square foot steel frame straight walled processing building. The exterior walls and roof are finished in enameled steel and it has a concrete foundation and concrete floor. It is complete with a heated 1,600 square foot workshop and millwright station. It is finished and lined with enameled steel and equipped with washroom facilities, natural gas heating HID lamps, and a 320 square foot mezzanine. It also has 18′ x 12′ and 12′ x 12′ metal insulated over doors providing access to the building.

b. Office
The main office building was constructed in 1998 and is 2,240 square feet with a concrete foundation, 10′ walls with a gable roof covered in enameled steel. The interior layout is a typical single tenant office with general reception area, private offices, board room and washrooms.

c. Warehouse
In 2014 an 8,500 square foot wood/metal cold storage warehouse was added that is capable of storing 1,000 pallets of 2.5 metric tonne bagged grain products. This building is complete with a loading ramp and three overhead doors for complete access and it is located along the track rail spur siding.

Grain Handling and Storage (all figures approximate and not verified by the Receiver)
The grain handling facility has 10,039 metric tonnes of storage capacity and consists of 38 corrugated steel and welded steel hopper bins ranging in size from 109-408 metric tonnes each. Bin capacities are set out in the table on the following pages. There are 25 ancillary, freestanding bins with 3,516 metric tonnes of additional storage capacity.

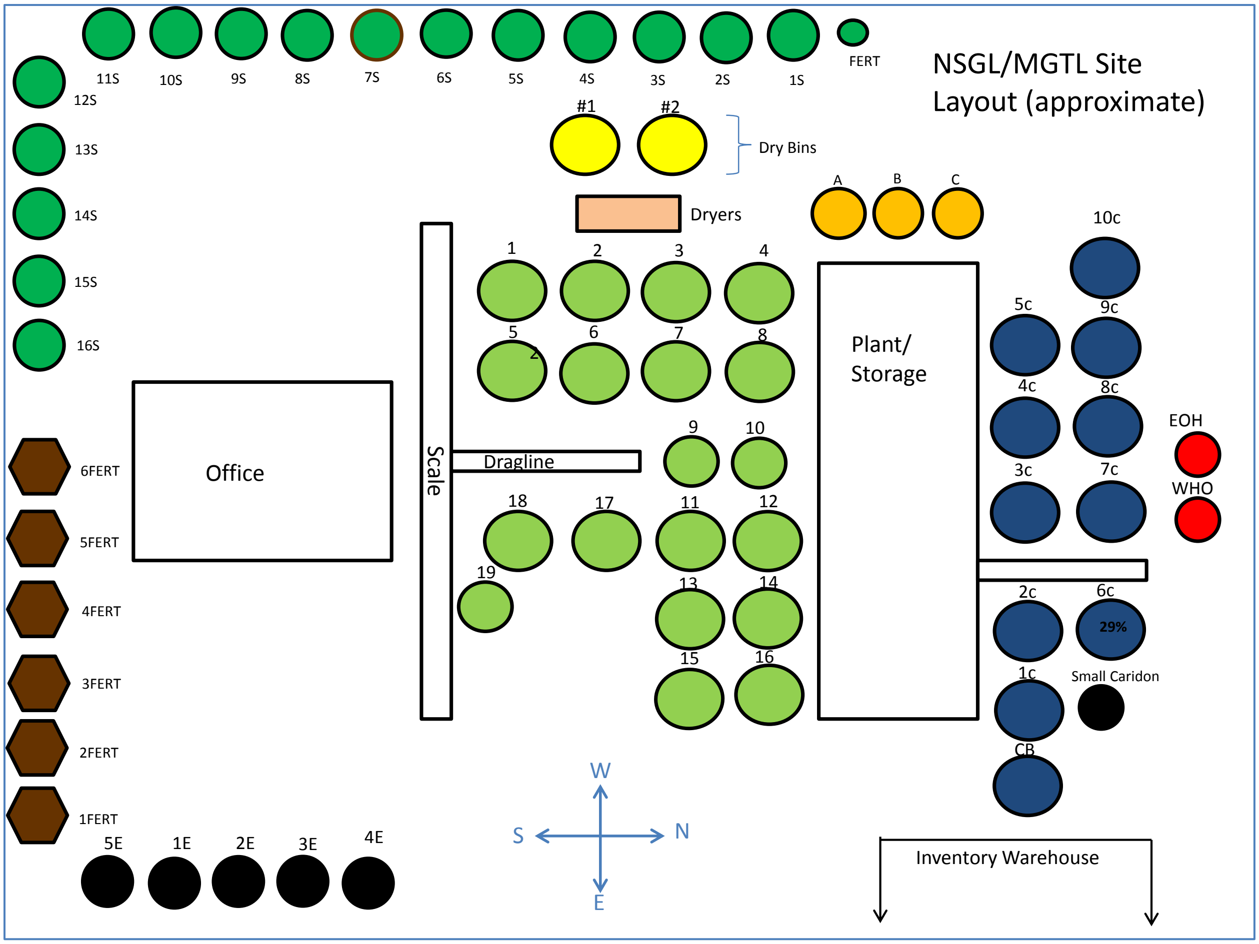
Unclean grain storage is located at the south side of the main workhouse and clean grain is located north of the workhouse along the railway spur tracks. To the west of the workhouse is a continuous grain dryer which is connected with legs and conveyors to the

main configuration. All 38 bins are connected to the main workhouse building which contains 5 separate processing cleaning lines.
Input and output from these 5 processing lines are facilitated with bucket elevators and belt and paddle drag conveyors. This is a complete handling system which permits material flow without manual handling from weigh scale to railcar.

All 5 processing lines can operate simultaneously with output to clean grain bins on the north side to permit weighing and loading of trucks, containers, bulk railcars or to the bagging and storage facility. The 5 processing lines are currently capable of precision or commercial grade processing of wheat, barley, canola, peas, lentils, canaryseed, oats, oat groats, flaxseed and grinding and mixing of feed.

Bin	Type	Capacity (MT)
South of main workhouse (connected via dragline / conveyor)		
1	Corrugated	408
2	Corrugated	408
3	Corrugated	408
4	Corrugated	408
5	Corrugated	408
6	Corrugated	408
7	Corrugated	408
8	Corrugated	408
9	Corrugated	163
10	Corrugated	163
11	Corrugated	163
12	Corrugated	163
13	Corrugated	408
14	Corrugated	408
15	Corrugated	408
16	Corrugated	408
17	Corrugated	218
18	Corrugated	218
19	Corrugated	218
North of main workhouse (clean storage / connected)		
1C	Corrugated	204
2C	Corrugated	204
3C	Corrugated	204
4C	Corrugated	204
5C	Corrugated	204
6C	Corrugated	204
7C	Corrugated	204
8C	Corrugated	204
9C	Corrugated	204
10C	Corrugated	204
11C	Corrugated	109
CB	Corrugated	408
EOH	Steel wall	95
WHO	Steel wall	95

Bin	Type	Capacity (MT)
West of main workhouse (connected via dragline / conveyor)		
A	Corrugated	218
B	Corrugated	218
C	Corrugated	218
Adjacent to Dryer (connected via dragline / conveyor)		
1	Corrugated	218
2	Corrugated	218
Ancillary storage (freestanding / not connected)		
1E	Corrugated	218
2E	Corrugated	218
3E	Corrugated	218
4E	Corrugated	218
5E	Corrugated	218
FERT	Steel wall	82
1S	Corrugated	109
2S	Corrugated	109
3S	Corrugated	109
4S	Corrugated	109
5S	Corrugated	109
6S	Corrugated	109
7S	Corrugated	109
8S	Corrugated	109
9S	Corrugated	109
10S	Corrugated	109
11S	Corrugated	109
12S	Corrugated	109
13S	Corrugated	109
14S	Corrugated	109
15S	Corrugated	109
16S	Corrugated	109
1FERT	Steel wall	100
2FERT	Steel wall	100
3FERT	Steel wall	100
4FERT	Steel wall	100
5FERT	Steel wall	100
6FERT	Steel wall	100


NSGL/MGTL Site Layout (approximate)
11S
10S
9S
8S
7S
6S
5S
4S
3S
2S
1S
FERT
12S
13S
14S
15S
16S
#1
#2
Dry Bins
Dryers
A
B
C
10c
1
2
3
4
5
6
7
8
Plant/ Storage
5c
9c
4c
8c
3c
7c
EOH
WHO
Office
Scale
Dragline
9
10
18
17
11
12
19
13
14
15
16
2c
6c
29%
1c
Small Caridon
CB
6FERT
5FERT
4FERT
3FERT
2FERT
1FERT
5E
1E
2E
3E
4E
W
S
N
E
Inventory Warehouse

Equipment listing

Equipment on site includes the following:

Listing updated 13 Aug 2015

Quantity	Year	Make / Model	Description
Main Plant – Processing Line #1			
1	1998	Crippen / OMNI 788-3-RH	Separator (15,000 BU/hr)
1	1983	Clipper 248	Screen; wind and screen; separator; aspirator; wood frame
Main Plant – Processing Line #2			
3	1995	California Pellet Mill	Oat hullers (60,000 each)
1	1995	Simon Day/Hart / Uniflow 32SG	1-6 roll indent separator with 4,000 SCFM aspirator; Style PK1
1	1995	LMC / 681	Gravity separator
1	1998	Universal / D-3	Elevator leg, 12″x75′ with 2 way distributor
1	1998	Universal / C-6	Elevator leg, 7″x65′ with 2 way distributor
4	1998	Universal	Elevator leg, 4″x15′ with 2 way distributor
Main Plant – Processing Line #3			
1	1998	Simon Day/Hart/Uniflow 33-9	9 roll indent separator with 4,000 CFM aspirator
1	1990	Clipper 5868 Super X	Screen Machine: Wood Frame
1	2000	LMC Marc 400	Gravity Separator
Main Plant – Processing Line #4			
1	1996	Sprout-Bauer 38124-32	Hammer mill-demo unit; 125 HP
1	2000	Westeel	Canola oil tank, electric heated, 1,000 gallon
1	2000	American Filter	Bay house with 8,000 CFM
Main Plant – Processing Line #5			
1	1995	Simon Day/Hart/Uniflow 35UN-15	15 roll indent separator with 4,000 CFM aspirator
1	1998	Clipper SX5868D	Screen cleaner machine, wood frame
1	1990	Carter Day E5657	Separator, uniflow cyclinder
1	1999	Flexoveyor custome	Bag cable/belt conveyor, 50′x16″, including 18″ WX 20′ belt conveyor
	1995	LMC 668-3-3-	Wind and screen machine
Main Plant – General equipment			
		Dorcal	Dust collector system, 12,000 CFM x 3
		Clipper 29D	Screen machine
2	1998	Fabri-Pulse	Dust collection system
1	1998		2- new decorticators (de-hulling machine)
4	1998		Conveyor, paddle drag, 10″x12″x32′, 5 HP drive
2	2001		Conveyor, paddle drag, 12″x12″x50′, 5 HP drive
10	2003		Conveyor, paddle drag, 10″x12″x105″, 5 HP drive

Listing updated 13 Aug 2015

Quantity	Year	Make / Model	Description
10	2004		Conveyor, paddle drag, 14"x12"x20", 5 HP drive
1		Universal/minic	Elevator leg, 20"x130', with 24 way distributor
1	1990	Vertec VT5500R	Grain dryer, 11 tier, gas fired, 6,400,000 BTU, on concrete pad
		LMC/Clipper/Crippen Screens	Huge selection of all screen sizes
1	2000	LMC mark 300	Gravity separator
1	2013	Superbrix densometric SB105	Densometric separator
1	2014	Walinga model 614	Central vac system plumbed to every bin and plant area
1	1981	Chevrolet C-70	Grain truck with box and hoist
1	1979	Ford F700 (offsite)	Grain truck with box and hoist
1	2003	New Holland bi-directional TV140	Bi-directional yard tractor with forks, bucket loader
1	2006	Schutle SX-84	Front mount snowblower
1	2002	Manac tri-axle	Container trailer
1	2002	Manac tri-axle	Container trailer
1	2006	Wheatheart 1370	70' 13 inch swing grain auger
1	2012	Meridian 1040	40' 10 inch unload auger with 25 hp 600 volt elec motor
1	2011	Sakundiak 1040	40' 10 inch unload auger with 25 hp 600 volt elec motor
		Shop tools various	Selection of plasma cutter, saws, mig welders etc.
		Grading screens/scales	Huge selection of hand screens, scales and grading tools
	2003	Fruehauf tri-axle trailer 53 feet	Walking floor trailer for oat hulls
	2005	Layco fertilizer blender	Complete with scale and 100' stainless steel belt conveyors
	2014	Doosan fork lift G30	5000 lbs capacity forklift
	2007	Daewoo G25E (offsite)	5000 lbs triple mast forklift

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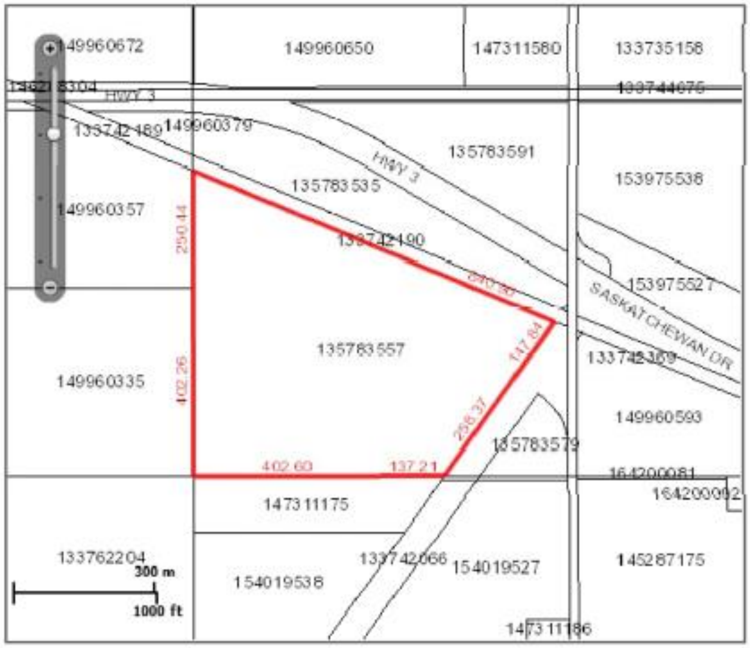
Surface Parcel Number: 135783557

REQUEST DATE: Fri Aug 7 12:56:43 GMT-0600 2015



Scale: 1:18056

Owner Name(s): MELFORT GRAIN TERMINAL LTD.

Municipality: RM OF FLETT'S SPRINGS NO. 429 | **Area:** 34.249 hectares (84.63 acres)

Title Number(s): 126199323 | **Converted Title Number:** 97PA06679

Parcel Class: Parcel (Generic) | **Ownership Share:** 1:1

Land Description: NE 11-45-19-2 Ext 135

Source Quarter Section: NE-11-45-19-2

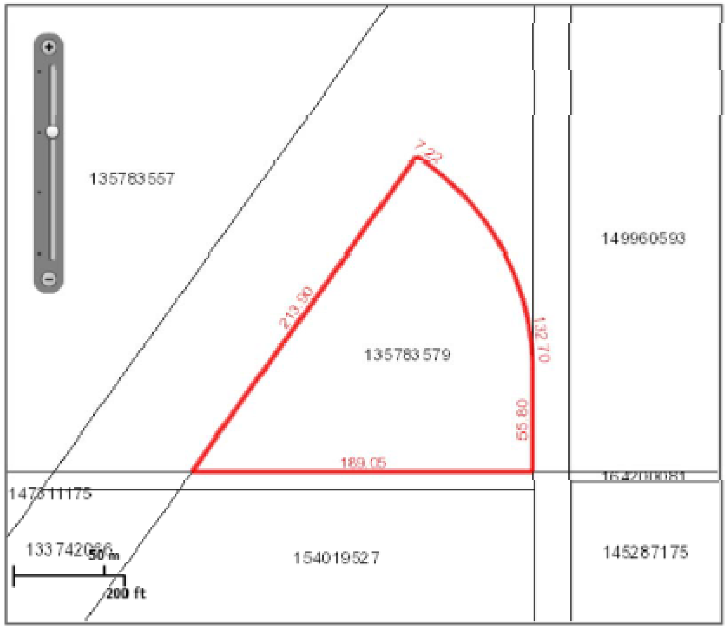
Commodity/Unit: Not Applicable

Information Services Corporation

Save PDF | Save PNG | Print

Surface Parcel Number: 135783579

REQUEST DATE: Fri Aug 7 12:54:27 GMT-0600 2015



Scale: 1:4514

Owner Name(s): MELFORT GRAIN TERMINAL LTD.

Municipality: RM OF FLETT'S SPRINGS NO. 429

Area: 1.975 hectares (4.88 acres)

Title Number(s): 126199389

Converted Title Number: 97PA06679

Parcel Class: Parcel (Generic)

Ownership Share: 1:1

Land Description: NE 11-45-19-2 Ext 137

Source Quarter Section: NE-11-45-19-2

Commodity/Unit: Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation of other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

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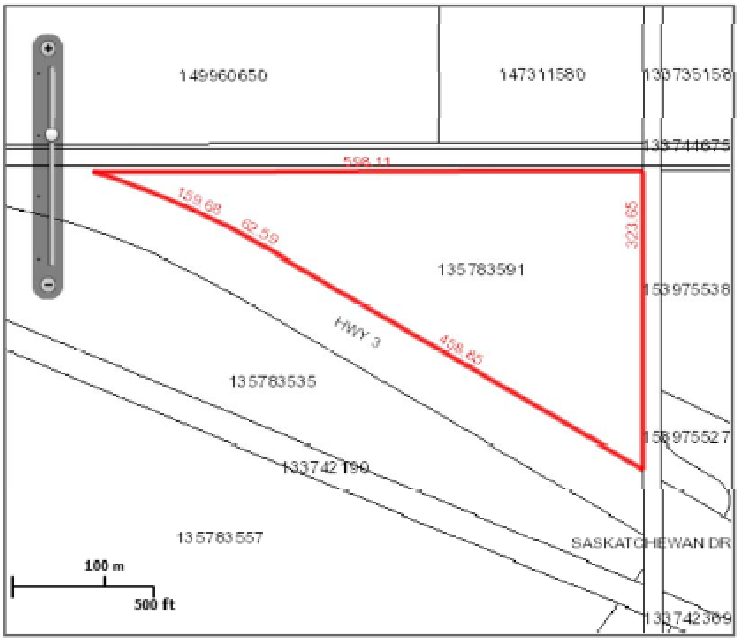
REQUEST DATE: Fri Aug 7 12:48:38 GMT-0600 2015



Scale: 1:9028

Owner Name(s): MELFORT GRAIN TERMINAL LTD.

Municipality: RM OF FLETT'S SPRINGS NO. 429

Area: 9.034 hectares (22.32 acres)

Title Number(s): 126199402

Converted Title Number: 97PA06679

Parcel Class: Parcel (Generic)

Ownership Share: 1:1

Land Description: NE 11-45-19-2 Ext 138

Source Quarter Section: NE-11-45-19-2

Commodity/Unit: Not Applicable

Parcel 2

The Receiver's right, title and interest in and to land parcel 135772263 (400 Railway Ave) in Star City, SK

Information Services Corporation

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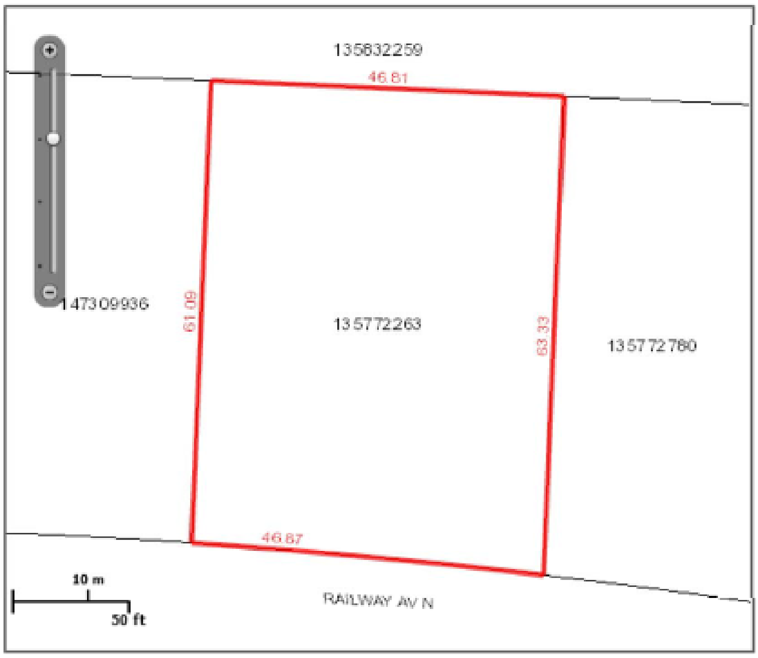
Surface Parcel Number: 135772263

REQUEST DATE: Fri Aug 7 12:58:38 GMT-0600 2015



Scale: 1:1128

Owner Name(s): MELFORT GRAIN TERMINAL LTD.

Municipality: TOWN OF STAR CITY

Title Number(s): 126199480

Parcel Class: Parcel (Generic)

Land Description: Blk/Par T-Plan 101512954 Ext 44

Source Quarter Section: NE-12-45-17-2

Commodity/Unit: Not Applicable

Area: 0.29 hectares (0.72 acres)

Converted Title Number: 00PA02311

Ownership Share: 1:1

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation of other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

Appendix B - Non-disclosure agreement

IN THE MATTER OF THE RECEIVERSHIP OF NABER SPECIALTY GRAINS LTD. AND MELFORT GRAIN TERMINAL LTD.

NON-DISCLOSURE AGREEMENT

Confidentiality agreement dated August __, 2015 between Ernst & Young Inc. (the "Receiver"), in its capacity as Receiver of Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. (the "Companies") and ______________________ (the "Counterparty") (collectively the "Parties" or individually a "Party"). Reference to a Party includes such Party's Representatives (as hereinafter defined) and "affiliates". For purposes of this Agreement, an entity is an "affiliate" of a Party if: (1) one of them is a subsidiary of the other; or (2) each of them is controlled by the same person.

The Counterparty is considering the acquisition of assets of the Companies or similar transaction (the "Transaction"). For purposes of evaluating the Transaction, the Counterparty has asked the Receiver to disclose information. This Agreement sets out the terms under which the Receiver is willing to disclose the information and the terms under which the Counterparty may receive and use the information.

Section 1 – Non-Disclosure of Confidential Information

1. The Counterparty and its directors, officers, employees, agents or advisors, including, accountants, counsel, lenders, consultants and financial advisors ("Representatives"), will keep confidential all information disclosed to the Counterparty relating to the Companies' business, operations, assets, liabilities, plans, prospects and affairs, regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential", and including all notes, analyses, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of or for the benefit of, the Counterparty that contain, reflect, summarize, analyze, discuss or review any of the foregoing ("Confidential Information"), will use the Confidential Information solely to evaluate the Transaction and not directly or indirectly for any other purpose and will not disclose such Confidential Information except as expressly permitted by this Agreement.
2. Confidential Information does not include any information that:
   a. is or becomes generally available to the public (other than as a result of disclosure directly or indirectly by the Counterparty);
   b. is or becomes available to the Counterparty on a non-confidential basis from a source other than the Receiver provided such source does not owe a duty of confidentiality to the Receiver or to any other person; or
   c. is or was independently acquired or developed by the Counterparty without use of any information disclosed by the Receiver.
3. The disclosure restrictions contained in this Agreement do not apply to any information that is required to be disclosed by law. However, prior to making such disclosure, the Counterparty must unless prohibited by law:
   a. immediately advise the Receiver of the requirement;

    b. cooperate with the Receiver in limiting the extent of the disclosure; and
    c. provide the Receiver with a reasonable opportunity to obtain a protective order or other remedy in order to preserve the confidentiality of the information required to be disclosed.
4. The Counterparty may disclose Confidential Information to its Representatives but only to the extent that such Representatives need to know the Confidential Information, have been informed of the confidential nature of the Confidential Information and agree to be bound by and act in accordance with the confidentiality provisions of this Agreement.
5. The Counterparty is responsible for any breach by its Representatives or affiliates of any of the provisions of this Agreement.
6. Each Party will immediately notify the other Party of any determination not to proceed with the Transaction. If such notice is given, or at any time upon the written request of the Receiver, the Counterparty will and will cause its Representatives to, immediately: (a) destroy or return to the Receiver all Confidential Information without retaining any copies; and (b) certify to the Receiver in writing that this 6 has been complied with. This Agreement will terminate three (3) years after the date upon which such notice is given.

Section 2 – No Representation or Warranty
The Receiver makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information. The Receiver is not liable to the Counterparty or to any other person for any losses, liabilities, damages, claims, demands or expenses resulting from, connected with or arising out of the Counterparty's use of the Confidential Information. Nothing in this Agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information on the Counterparty.

Section 3 – Remedies
In the event of a breach of a Party's obligations under this Agreement, that Party must, immediately following discovery of the breach, give notice to the other Party of the nature of the breach. Any breach of this Agreement will give rise to irreparable injury to the Receiver inadequately compensable in damages. The Receiver may, in addition to any other remedy, enforce the performance of this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and the Counterparty agrees not to plead sufficiency of damages as a defence in any such proceeding. The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or equity.

Section 4 – Other Covenants and Agreements
1. The Parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege and privilege in respect of "without prejudice" communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any person pursuant to the terms of this Agreement.

2. Unless otherwise agreed to by the Receiver in writing, all (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed to Ernst & Young Inc. Accordingly, the Counterparty agrees not to directly or indirectly contact or communicate with any shareholder, director, officer (other than those members of senior management specifically designated), employee, customer, advertiser, supplier or creditor of the Companies or any of their affiliates, or any agent or representative of the foregoing, concerning the Transaction, or to seek any information in connection therewith from such person, with a prior request being made to the Receiver. Except as otherwise contemplated by this Agreement, the Counterparty also agrees not to discuss with or offer to any third party a right to participate in the Transaction or any other form of joint participation by the Counterparty and such third party without prior written consent similarly obtained from the Receiver.

Section 5 – Miscellaneous

1. Time is of the essence in this Agreement.
2. No waiver of any provision of this Agreement constitutes a waiver of any other provision.
3. This Agreement is binding on and enures to the benefit of the Parties and their respective successors and permitted assigns.
4. Neither this Agreement nor any of the rights or obligations under this Agreement, are assignable or transferable by a Party without the prior written consent of the other Party.
5. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
6. This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable in the province.
7. It is understood and agreed that no failure or delay by the Receiver in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
8. Ernst & Young Inc. acts in its capacity as Receiver of the assets of Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd. as aforesaid and shall have no personal or corporate liability hereunder or from the Agreement contemplated hereby.
9. This Agreement may be executed in any number of counterparts (including by facsimile or .pdf) and all counterparts taken together constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement.

Ernst & Young Inc., Receiver of Naber Specialty Grains Ltd. and Melfort Grain Terminal Ltd.

By: ____________________________
Authorized Signing Officer

[NAME OF COUNTERPARTY]

By: ____________________________
Authorized Signing Officer

By: ____________________________
Authorized Signing Officer

Ernst & Young

Assurance | Tax | Transactions | Advisory