

**Form 45-106F2
Offering Memorandum for Non-Qualifying Issuers**



Date: November 4, 2020

Name: LW CommunityTWO AB
 Head office: Sven Hultins Plats 2 Göteborg 412 58, Sweden
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 Currently listed or quoted: **These securities do not trade on any exchange or market**
 Reporting Issuer: **No**
 SEDAR filer: **No**

The Offering (all values are in Canadian dollars unless stated otherwise)	
Securities offered:	Up to 8,334 Common Shares (the “ Offering ”)
Price per security:	\$270 per Common Share (the “ Offering Price ”) (The price per Common Share is 1,800 SEK. The price per common share in Canadian Dollars is \$270 and was determined using a 0.15 SEK/CAD conversion rate for this Offering.)
Minimum Offering:	There is no minimum. You may be the only purchaser. Funds available under the offering may not be sufficient to accomplish our proposed objectives.
Maximum Offering:	\$2,250,180
Minimum Subscription Amount:	\$540 The Issuer may change the minimum subscription amount at their discretion.
Payment Terms:	The full Subscription Price is payable through the frontfundr.com online platform.
Proposed closing date(s):	The closing of the sale of the Common Shares offered hereunder will take place at such times as are chosen by the Company (each, a “ Closing ”). The Company reserves the right to close the Offering at any time as subscriptions are received.
Income tax consequences:	There are important tax consequences to these securities. See item 6.
Selling Agent:	Silver Maple Ventures Inc, dba FrontFundr. See item 7.
Resale Restrictions:	You will be restricted from selling your securities for an indefinite period and all transfers of Common Shares are restricted by the terms of the articles of the Company, See Item 10–Resale Restrictions.
Purchaser’s Rights:	You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this offering memorandum, you have the right to sue either for damages or to cancel the agreement. See item 11.

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. This is a risky investment. See item 8.

About this Offering Memorandum

This Offering is being made pursuant to certain prospectus exemptions contained in NI 45-106. This Offering Memorandum constitutes an offering of securities only in such jurisdictions and only to those **Persons** to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities.

Prospective investors should rely only on the information contained in this Offering Memorandum and should not rely on some parts of this Offering Memorandum to the exclusion of others. No Person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

No Person is authorized to give any information or to make any representation not contained in this Offering Memorandum, and any information or representation other than those contained herein must not be relied upon. This Offering Memorandum is furnished solely by the Issuer for the use of purchasers who by their acceptance hereof agree that they will not transmit, reproduce or otherwise make available this document or any information contained in it except with the written consent of the Issuer.

All subscriptions received with respect to this Offering are subject to rejection or acceptance in full or in part by the Issuer. The Issuer is not obligated to accept any subscription. Subscriptions which are rejected will be returned without interest or deduction. **Insiders** of the Issuer and their associates may purchase securities under the Offering. This Offering Memorandum contains information as at **November 4, 2020**, unless otherwise specified.

This Offering Memorandum contains summaries of the proposed terms of this Offering and of certain documents related to this Offering. Reference should be made to the actual documents for complete information concerning the rights and obligations of the parties thereto, and all such summaries are qualified in their entirety accordingly. Copies of the documents referred to in this Offering Memorandum are available upon request made in writing to the Issuer.

Each purchaser must consult with their own advisors as to legal, tax, business, financial and related aspects of any purchase of Common Shares. A sale of Common Shares is subject to the provisions of the Subscription Agreement which accompanies this document.

Forward Looking Information

This Offering Memorandum includes forward-looking information and forward-looking statements (collectively, "forward-looking information") with respect to the Issuer. Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases including, but not limited to, "expects", "does not expect", "is expected", "anticipates", "does not anticipate", "plans", "estimates", "believes", "does not believe" or "intends", or stating that certain actions, events or results may, could, would, might or will be taken, occur or be achieved) are not statements of historical fact and may be "forward-looking information". This information represents predictions and actual events or results may differ materially.

Forward-looking information may relate to the Issuer's outlook and anticipated events or results and may include statements regarding the Issuer's financial results, future financial position, expected growth of cash flows, business strategy, budgets, projected costs, projected capital expenditures, taxes, plans, objectives, industry trends and growth opportunities. Forward-looking information contained in this Offering Memorandum is based on certain assumptions regarding expected growth, results of operations, performance, industry trends and growth opportunities.

While management considers these assumptions to be reasonable, based on information available, they may prove to be incorrect. Forward-looking statements involve known and unknown risks, uncertainties and other factors which

may cause the actual results, performance or achievements of the Issuer to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These risks, uncertainties and other factors include, but are not limited to risks associated with general economic conditions; adverse industry events; marketing costs; loss of markets; future legislative and regulatory developments involving the energy resource industry; inability to access sufficient capital from internal and external sources, and/or inability to access sufficient capital on favorable terms; the energy resource industry generally, income tax and regulatory matters; the ability of the Issuer to implement its business strategies including expansion plans; competition; currency and interest rate fluctuations, and the other risks discussed under the heading "Risk Factors" in this Offering Memorandum. The foregoing factors are not intended to be exhaustive.

Although the Issuer has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results to differ from those anticipated, estimated or intended. Forward-looking statements contained herein are made as of the date hereof and the Issuer and its directors, officers and employees disclaim any obligation to update any forward-looking statements, whether as a result of new information, future events or results or otherwise. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, you should not place undue reliance on forward-looking statements due to the inherent uncertainty therein. All forward-looking information is expressly qualified in its entirety by this cautionary statement. Forward-looking information and other information contained herein concerning management's general expectations concerning the renewable fuel industry is based on estimates prepared by management using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which management believes to be reasonable. However, this data is inherently imprecise, although generally indicative of relative market positions, market shares and performance characteristics. While management is not aware of any misstatements regarding any industry data or comparables presented herein, industry data and comparables are subject to change based on various factors. The Issuer has not independently verified any of this data from independent third-party sources.

Any forward-looking statements contained in this Offering Memorandum are made as of the date hereof and the Company does not undertake to update or revise them, except as may be required by applicable securities law.

Marketing Materials

Any "OM marketing materials" (as such term is defined in National Instrument 45-106- Prospectus Exemptions) related to each distribution under this Offering Memorandum and delivered or made reasonably available to a prospective purchaser before the termination of such distribution will be, and will be deemed to be, incorporated by reference into this Offering Memorandum, provided that any OM marketing materials to be incorporated by reference into this Offering Memorandum is not part of the Offering Memorandum to the extent that the contents of such OM marketing materials have been modified or superseded by a statement contained in an amended or amended and restated Offering Memorandum or OM marketing materials subsequently delivered or made reasonably available to a prospective purchaser prior to the execution of the subscription agreement by the purchaser.

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Glossary of Terms

The following is a glossary of certain terms used in this offering memorandum including the summary hereof. Terms and abbreviations used in the financial statements of the Company and in the appendices to this Offering Memorandum are defined separately, and the terms and abbreviations defined below are not used therein, except where otherwise indicated.

Words importing the singular, where the context requires, include the plural and vice versa and words importing any gender include all genders.

All dollar amounts herein are in Canadian dollars, unless otherwise stated.

“Accredited Investor” as defined in National Instrument 45-106 – *Prospectus Exemptions*;

“Associate” when used to indicate a relationship with a Person, means:

- (a) an Issuer of which the Person beneficially owns or controls, directly or indirectly, voting securities entitling the Person to more than 10% of the voting rights attached to all outstanding voting securities of the Issuer;
- (b) any partner of the Person;
- (c) any trust or estate in which the Person has a substantial beneficial interest or in respect of which the Person serves as trustee or in a similar capacity; and
- (d) in the case of a Person who is an individual
 - (i) that Person’s spouse or child, or
 - (ii) any relative of that Person or of his spouse who has the same residence as that Person; but
- (e) where the Exchange determines that two Persons shall, or shall not, be deemed to be Associates with respect to a Member (as defined by the policies of the Exchange) firm, Member corporation or holding company of a Member corporation, then such determination shall be determinative of their relationships in the application of Rule D of the Exchange with respect to that Member firm, Member corporation or holding company;

“Business Day(s)” means any day other than a Saturday, Sunday or a day on which banking institutions in Vancouver, British Columbia are authorized or obligated by law to close;

“Company” or **“Issuer”** or **“Issuer Name”** means LW Community Two AB, a private company incorporated on October 22, 2020 pursuant to Swedish Corporate Law.

“Company Shares” or **“Shares”** or **“Common Shares”** means the common shares in the capital of the Company, as presently constituted;

“Control Person” means any person or company that holds or is one of a combination of persons or companies that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer;

“**eMPA**” means eMethanol purchase agreements;

“**Insider**” as used in relation to an Issuer, means

- a) a director or senior officer of the Issuer;
- b) a director or senior officer of a company that is an Insider or subsidiary of the Issuer;
- c) a Person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Issuer; or
- d) the Issuer itself if it holds any of its own securities;

“**LOI**” or a “**letter of intent**” is an initial agreement outlining the general plans of an agreement between two or more parties before a legal agreement is finalized. A LOI may or may not be binding, thus the value of the intended potential agreement may never be achieved;

“**Offering**” means the distribution of Common Shares pursuant to this Offering Memorandum;

“**Offering Memorandum**” means this offering memorandum of the Company dated **November 4, 2020**, together with the appendices attached hereto and including the summary hereof;

“**Person**” means any individual, firm, partnership, company, corporation or other body corporate, and the heirs, executors, administrators and other legal representatives of an individual;

“**PPA**” mean power purchase agreement;

“**Related Party**” means promoters, officers, directors and other Insiders of a company, and Associates or Affiliates thereof;

“**Shareholders**” means holders of Company Shares;

“**SPV**” means special purpose vehicle.

Item 1: Use of Available Funds

1.1 Funds

Table 1: Funds available as a result of this Offering

		Assuming min. offering	Assuming max. offering ^{2,3}
A.	Amount to be raised by this offering	Nil	\$2,250,180
B.	Selling commissions and fees ¹	\$18,000	\$153,010
C.	Estimated offering costs (e.g., legal, accounting, audit.)	\$10,000	\$10,000
D.	Available funds: $D = A - (B+C)$	(\$28,000)	\$2,087,170
E.	Additional sources of funding required	Nil	Nil
F.	Working capital deficiency	Nil	Nil
G.	Total: $G = (D+E) - F$	(\$28,000)	\$2,087,170

Notes:

1. See Item 7 - Compensation Paid to Sellers and Finders for a breakdown of the selling commissions and fees.
2. The amounts to be raised by this offer are part of Liquid Wind AB's Series A round and are being raised through the LW CommunityTWO AB entity acting as Issuer for this offering. Liquid Wind AB will cover all expenses noted in Table 1 enabling LW CommunityTWO AB to allocate the maximum offering amount to the use of funds objective in Table 2.
3. Note that the maximum raise amount of \$2,250,180 is for the LW CommunityTWO AB entity and does not apply to the overall Liquid Wind AB Series A round. As at the date of this offering Liquid Wind AB has raised ~\$1,000,000 for their Series A round. These amounts have been raised directly through Liquid Wind AB and LW Community AB.

1.2 Use of Available Funds - The following table provides a breakdown of how the Issuer will use the available funds.

Table 2: Issuer use of available funds

Description of intended use of available funds listed in order of priority	Assuming min. offering	Assuming max. offering
Common Share purchase in Liquid Wind AB ¹	Nil	\$2,250,180
Total: Equal to A in Table 1 ²	Nil	\$2,250,180

Notes:

1. The Issuer will use the funds to purchase Common Shares in Liquid Wind AB, a related party to the issuer. The Issuer's shares will be invested into Liquid Wind AB on a 1-1 ratio. Both the LW CommunityTWO AB and Liquid Wind AB entity have a sole share class of Common Shares. For Liquid Wind AB's use of funds see Table 3.

- Liquid Wind AB will cover all expenses noted in rows B and C in Table 1 enabling the Issuer to allocate the maximum offering amount to purchase Common Shares in Liquid Wind AB.

Table 3: Liquid Wind AB use of available funds

Description of intended use of available funds listed in order of priority	Assuming min. offering	Assuming max. offering
Basic engineering and permitting (technology partners and engineering companies contracted, and securing land and permits)	Nil	\$1,043,585
Secure off-take agreements and financing	Nil	\$834,868
Running costs for Liquid Wind AB (includes but is not limited to salary costs of internal team, office rental, insurance)	Nil	\$208,717
Total: Equal to G in Table 1	(\$28,000)	\$2,087,170

1.3 Reallocation - We intend to spend the available funds as stated. We will reallocate funds only for sound business reasons.

The actual allocation of the net proceeds may vary depending on future developments of the Company and will be at the discretion of the Board and Management. Investors who are not prepared to afford the Company's Management the discretion in the application of these funds should not be holders of the Company's securities. Until the use of proceeds are deployed as outlined above, the Company intends to invest the net proceeds of the Offering in short-term, interest bearing deposits. The Management of the Company is responsible for executing the investment policies of the Company.

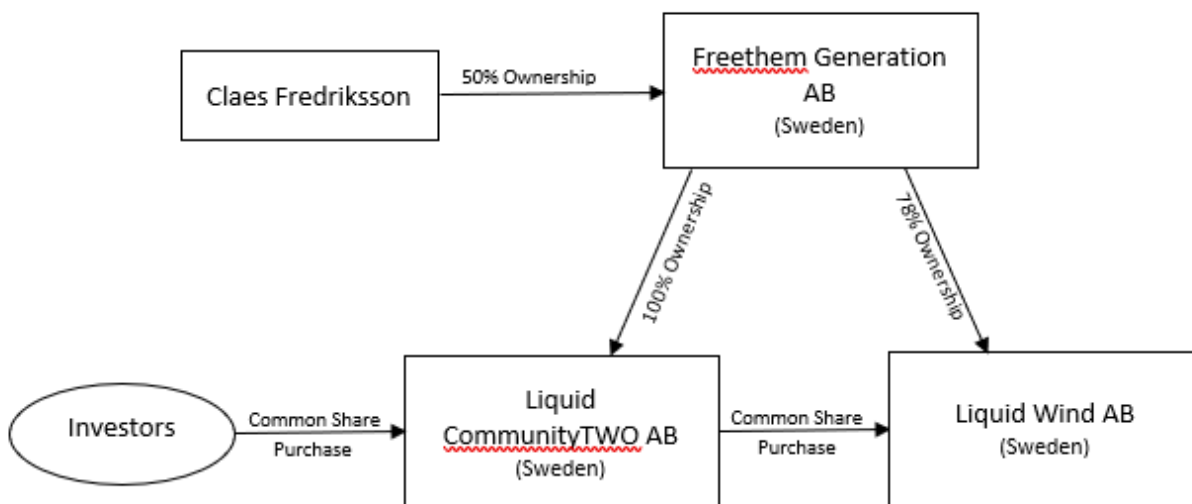
Item 2: Business of Issuer

2.1 Structure - LW CommunityTWO AB (referred to as the "**Issuer**", "**Company**", "**us**", or "**we**" in this Offering Memorandum) was incorporated on October 22, 2020 with the corporate number 559278-3228 pursuant to Swedish Corporate Law. The head office of the Issuer is located at Sven Hultins Plats 2 Göteborg 412 58, Sweden.

As described in Item 2.2 *Our Business* the Issuer will purchase Liquid Wind AB Common Shares with the funds raised through this offering on a 1 to 1 basis. Liquid Wind AB (referred to as the "**LWAB**" or "**Liquid Wind**" in this Offering Memorandum) was incorporated on May 30, 2017 with the corporate number 559113-8267 pursuant to Swedish Corporate Law. The head office of

the Issuer is located at Sven Hultins Plats 2 Göteborg 412 58, Sweden. Liquid Wind AB is a related party to the Issuer. Claes Fredriksson is the CEO of both Liquid Wind AB and the Issuer.

2.2 Our Business – The Issuer will use funds raised in this offering to purchase Common Shares in Liquid Wind AB. The Issuer is not a subsidiary of Liquid Wind AB but does share the same CEO as Liquid Wind as noted in Item 2.1. Liquid Wind AB will use the funds from the share purchase for basic engineering, securing off-take agreements, salary, and office overhead costs. Liquid Wind AB is a pre-revenue company in the start-up phase.



Liquid Wind AB’s business focus is to develop eMethanol production facilities in Sweden, Scandinavia, and worldwide. We will focus initially on Sweden - one of the leading countries in the world for renewable energy investments with the lowest cost of renewable electricity¹ in Europe. Canada also offers an ideal location, with strong conditions to convert low cost renewable electricity into carbon neutral fuel, and Liquid Wind is already in discussions with potential Co-developers for Canada.

The business model is to structure special purpose vehicles (SPVs), these entities will build, own, and operate the eMethanol production facility. The revenue stream for each SPV will be generated from an off-taker of the eMethanol produced, based on long-term purchase agreements, eMPAs, for periods of up to 10 years. All relevant costs, including renewable electricity, will be fixed under long-term contracts to create a stable long-term revenue stream. Based on such long-term contractual structures for costs and revenues, equity investors in SPVs will have a stable

¹ <https://about.bnef.com/blog/sweden-spain-the-cheapest-european-markets-for-wind-and-solar-corporate-ppas-bnef-survey-finds/>

revenue stream, ultimately giving investor access to a predetermined revenue for the projects. Liquid Wind AB will primarily generate revenue from the sale of ready-to-invest eMethanol SPVs to equity investors, like pension funds or infrastructure funds.

The Business Model



The business model of Liquid Wind AB is to develop and structure Special Purpose Vehicles (SPVs) that will build, own and operate eMethanol facilities. Revenue streams for these SPVs will be generated from long-term purchase agreements (eMPAs) with a bankable off-taker for periods of 10-20 years, intend to provide long term fixed revenues. The SPV will also carry all relevant contracts, land rights and permits. LWAB main revenue stream summary:

- a) Development Revenue at each financial close. LWAB will primarily create revenues from the sale of ready-to-invest eMethanol SPVs to equity investors. As an alternative, LWAB may keep a minority ownership in SPVs, providing a revenue stream for SPV operation and the possibility to sell out once operation is proven and value has increased.
- b) Energy optimization and ancillary services for the SPV. LWAB will offer equity investors (SPV owners) a long-term partnership, including energy optimization to capture value from the inherent facility flexibility in the electricity market.
- c) Co-development packages sold to local developers around the world.

a. Development revenue at each financial close

To reach Financial Close for an SPV, LWAB need to secure a long-term fix-priced eMPA purchase agreement, with favourable terms. Here LWAB is targeting the Marine sector as potential first-mover buyers, with an interest to profit on improved value proposition of carbon neutral fuel. The target is to sell 100% of the eMethanol production through such eMPA.

Liquid Wind intends to enter into a long-term Power Purchase Agreement, providing investors in wind power with a new route for the off-take necessary for realising new wind projects. By providing a power purchase agreement (PPA) for a new wind farm, Liquid Wind will achieve “Additionality” in addition to Guarantees of Origin, further enhancing the sustainability profile of

eMethanol. For access to CO₂, as well as for sites and permits, LWAB need to enter into similar long-term agreements. For CO₂ access, LWAB target the Pulp & Paper industry, an industry based on long-term investments and commitments. LWAB aim to acquire separate real estate for each eMethanol facility near the pulp mill. Permits will be a prerequisite and an eMethanol facility falls under the normal industrial permitting process as an “A-class” permitting process, handled by the Land and Environment Court.

For the construction of the eMethanol facility, Liquid Wind has engaged a bankable EPC company which will help with the construction of a turn-key facility, in a timely and efficient manner. To capitalize on the experience learned in the Nordic wind industry, Liquid Wind will engage relevant Legal and M&A expertise.

b. Energy optimization and ancillary services for the SPV

LWAB will offer equity investors long-term cooperation for operation and maintenance (O&M) of eMethanol facilities. This includes 24/7 operations, technical revisions, operational improvements and SPV administration. Such O&M cooperation will provide LWAB with a stable base revenue stream.

LWAB intends to also offer the SPV investors an alternative source of revenue, a service to optimize the operation to utilise the flexibility of the facility. The facility flexibility opens the possibility to trade based on the long-term PPA price/volumes. In periods where the market price is below the PPA price, production will be ramped up, and vice versa in periods where market prices are above the PPA price. Given the high price volatility, the value to be captured is substantial. Such operation is included in the facility specification and can be implemented without jeopardising the operational reliability. A simulation for a standard facility (70 MW/495 GWh/y) based on spot prices the last 4 years (2016 – 2019) indicate a value of more than 1 MEUR/y in average. With future increased penetration of wind power and increasing price volatility, the possibility to capture value will most likely increase.

In addition, the short-term flexibility of the facility opens for offering ancillary services (frequency control) to the transmission system operator.

c. Co-development packages sold to local developers around the world

To facilitate the transition to fossil free transport sector, scaling and accelerating fossil free fuel production is going to be crucial in the next 20-30 years. Therefore, Liquid Wind will standardize facilities and work to improve the technology and cost efficiency with each subsequent facility. Knowledge gained in the previous projects would be analysed and simulated for future projects,

using a “digital twin” concept would enable the reduction of time and cost for developing further projects. This knowledge generated in Liquid Wind development phase would be valuable assets to local developers who are interested in implementing eMethanol projects in their home countries. LWAB will lay the groundwork for licensing during first few projects with an ambition of licensing for future projects. LWAB has already received several letters of interest for such cooperation.

Why focus on the Nordics

Access to renewable electricity at low prices is important for the production of cost-competitive eMethanol. Equally important is access to capital - equity and debt. This context supported the successful expansion of wind power in the Nordic market. This development will both give Liquid Wind access to low cost renewable electricity and serve as a template for the financing structure of our project portfolio. The Nordic power market has seen a strong buildout of renewable onshore wind power. As of today, we have seen investment in a total capacity of around 12 GW / 40 TWh since 1995, of which most investments have been done during the last 5 years. Further investments are likely in the coming years, with another 8 GW / 30 TWh of permitted and well-developed projects close to Final Investment Decision (FID). In the Swedish market, wind energy currently has a share of 28%, expected to rise to above 40% by 2025.

One major reason for the strong development during the last few years is the way wind projects are structured. Today’s projects are large (typically > 200 MW) and structured for project financing as Special Purpose Vehicles (SPVs). In these structures, off-take agreements provide the necessary revenue security and all major contracts for capital expenditures and operational expenses are equally secured long-term. This structure has proven bankable and has been the most important factor in attracting close to 9 Billion EUR of equity into Nordic wind investments over the last 5 years. Given the general low returns in conventional long-term investments, it is expected that the Nordic wind market will continue to attract long-term capital.

Why Sweden: Feasibility and Milestones

In producing carbon neutral eMethanol there are two extremely important components to consider: electricity price and CO₂ supply. Electricity price constitutes two thirds of the total production cost and low prices are important to ensure a viable business case for eMethanol.

LWAB have undertaken a study to assess the most favourable location for the first eMethanol facilities and decided to focus on northern Sweden. Here we see the possibility to source renewable electricity from wind and access biogenic CO₂ from the Pulp & Paper industry at very favourable

conditions. This will allow LWAB to produce eMethanol at the lowest possible cost, compared to the global market.

The rapid increase in wind power in the Nordics has impacted the Nordic power market fundamentally. In Sweden we see that most of the new wind capacity in the northern price zones (SE1, SE2) with a clear transmission bottleneck down to the high-demand southern price zones (SE3, SE4), results in a systematic lower long-term price (3 - 5 EUR/MWh) in SE1/SE2 compared to southern Sweden. In the northern regions we see well-developed large new wind projects with favourable wind conditions reaching low Levelized Cost of Energy (LCoE). Information from leading developers and the Financial Advisor Newsec, indicate LCoE of around 25 EUR/MWh for the best projects. Several of these projects have permits and investment decision as depending on securing a long-term power purchase agreement. Historically such PPAs have been offered by power traders but given the low liquidity in the long-term forward market, developers and equity investors are increasingly seeking corporate buyers for PPAs. This opens a good opportunity for LWAB to secure long-term fixed-price Power Purchase Agreements at potentially favorable price (below 30 EUR/MWh).

To facilitate cost-efficient carbon capture, the project facility will be located close to a large emitter of CO₂. LWAB have identified the Pulp & Paper industry as a potential suitable partner as the CO₂ is of biogenic origin, at sufficient volumes/concentration and with excellent opportunity for process integration which will enable cost reductions. LWAB has secured initial interest from multiple potential partners in the Pulp & Paper industry in Sweden for access to biogenic CO₂ as a feedstock for our projects. These include Södra Cell, Billerud Korsnäs, Smurfit Kappa, Holmen, SCA, and Stora Enso. Through these discussions, we have identified 12 potential sites in northern Sweden for establishing eMethanol facilities.

Why Canada

Canada has a strong and pioneering cleantech industry, including both hydrogen and carbon capture. Liquid Wind provides can potentially compliment both industries. Similar to Sweden, Canada also offers low cost renewable electricity and sources of biogenic CO₂. Canada has the right conditions to convert low cost renewable electricity into cost-effective carbon neutral fuel, and Liquid Wind is in discussions with potential Co-developers for Canada

Market Analysis & Target segments for eMethanol

For Liquid Wind, it is essential to focus on the market segments where sustainability and carbon neutrality have a corporate or regulatory value to justify the initially higher cost related to a carbon

neutral fuel. In addition, an off-taker will need to be bankable and able to purchase most, if not all of the production capacity from a standard facility.

Based on these criteria Liquid Wind has focused on the marine sector where leading players have committed to reducing their carbon footprint. In addition, the Obligatory Blending Schemes for petrol/gasoline introduced in many EU member states represent growing demand for carbon neutral fuel alternatives.

The Marine sector

While mandatory CO₂ reduction schemes are not yet imposed in the marine sector, many initiatives have been taken by the industry, driven by public and customer demand for climate action. The IMO (International Maritime Organization) has adopted a strategy to reach a 50% reduction of GHG by 2050². The CLIA (Cruise Lines International Association), has committed to even higher ambitions; a 40% reduction by 2030. A strong sign of the direction the shipping industry is taking is seen in a statement by the Danish shipping company Maersk in late October 2019, where they identified alcohols (methanol, ethanol) as one of three renewable fuels that they will focus on to reach a carbon neutral shipping fleet by 2050. Since methanol is a classified and ready-to-use marine fuel, eMethanol provides a carbon neutral alternative that can be implemented near-time. Another advantage is that the conversion of vessels to methanol can be made at a considerably lower cost compared to LNG or other renewable gaseous fuels such as hydrogen.

An important development is the introduction of low-carbon freight products from some of the leading players. One example is Maersk who have introduced their ‘Eco Delivery’ product³. A freight buyer can choose zero-carbon freight at a premium price. This product is based on biodiesel type fuel operation of a container vessel and a virtual transfer of the zero-carbon element to the appropriate freight route under a certified procedure. A similar low-carbon shipping product was introduced by Stena Bulk during 2020 with positive market reactions and high media attention. The emergence of such shipping products illustrates how market demand is driving the switch to low-carbon business models. It also illustrates the marketing possibilities for the players that take the lead and drive the transition to carbon neutral business operations.

Under current circumstances it is our opinion that the marine sector will be the market segment most interested in converting to eMethanol at scale. We also see the marine sector as the primary

² <https://www.imo.org/en/MediaCentre/HotTopics/Pages/Reducing-greenhouse-gas-emissions-from-ships.aspx>

³ <https://www.maersk.com/transportation-services/eco-delivery>

potential buyer of long-term eMPA off-take agreements necessary to reach financing of the eMethanol facilities.

Obligatory Blending Scheme

To speed-up the clean transition in road transport, in addition to EVs (electric vehicles), Sweden has introduced an Obligatory Blending Scheme “Reduktionsplikten” (Reduction quotas), requiring a minimum renewable fuels component in petrol and diesel. Similar systems have been introduced in line with the Renewable Energy Directive II (RED II), requiring EU member states to reach a minimum of 14% renewable content for the energy consumed by road and rail transport by 2030⁴. Such schemes are based on a quota obligation to blend-in eligible renewable fuels, based on an approved calculation of GHG emissions.

As of today, renewable fuels for blending are mainly of biological origin (biofuel). With an expected sharp rise in demand, the supply of biofuels will not be able to meet demand. Access to e-fuels (renewable fuels of non-biological origin (RFNBO)) is expected to play an important role in meeting these quotas. Under RED II, e-fuels must be based on renewable and additional electricity.

For LWAB and investors in eMethanol facilities, such Obligatory Blending Schemes will deliver increasing demand for carbon neutral fuels driven by legislation, supporting the market price for eMethanol.

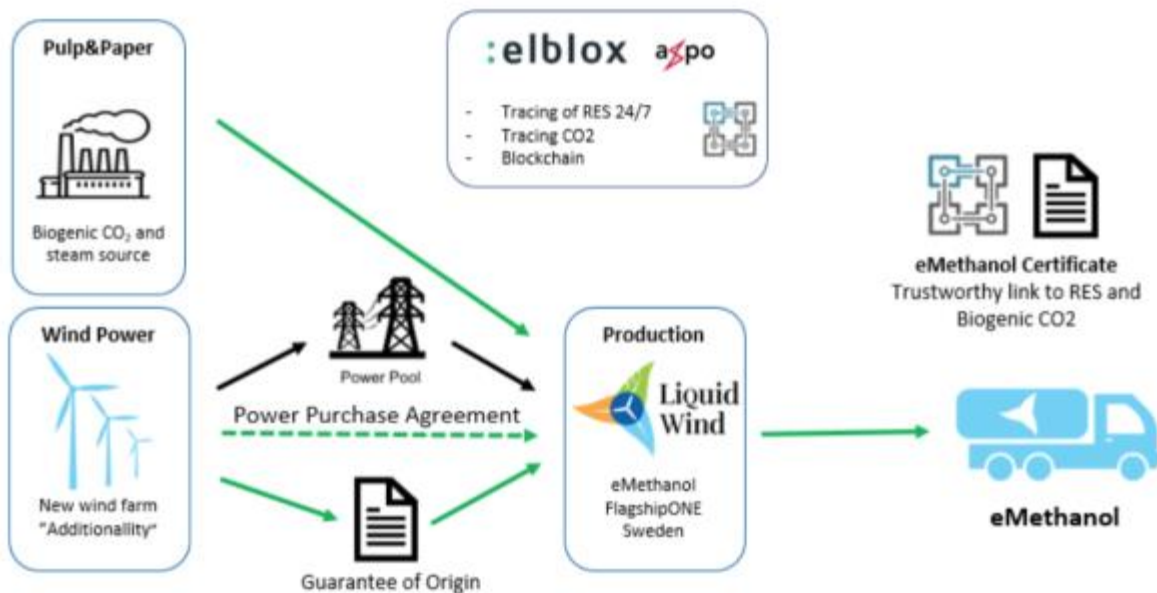
GHG Tracking

Production of eMethanol based on new (additional) renewable electricity intend to have close to zero up-stream (Scope 1 and 2) GHG emissions. To ensure trustworthy tracking of the renewable electricity and biogenic CO₂, LWAB intend to implement a Blockchain-based tracking system called Elblox, developed by Axpo. By using Elblox, LWAB will be able to link each MWh of renewable electricity and ton of biogenic CO₂ to a unit of eMethanol to create an eMethanol Certificate that will prove upstream GHG emissions.

By using Blockchain technology, Liquid Wind will create the necessary trustworthiness for the eMethanol Certificate to be used in GHG accounting. The Blockchain technology also allows for

⁴ <https://ec.europa.eu/jrc/en/jec/renewable-energy-recast-2030-red-ii>

down-stream integration of GHG emission tracking through the value chain, enhancing the sustainability value of the eMethanol. The figure below illustrates the principle.



Competitive Advantage

Most of today’s fossil fuel will need to be replaced during the coming 50 years to reach the targets in the Paris Agreement⁵. The size of this market is enormous, and the production facilities needed for e-fuel, biofuel and electrification will all have to be developed, from renewable electricity generation to energy storage/distribution infrastructure. This is a large undertaking and will require the efforts and collaboration of thousands of companies globally for the next 30 years.

Within electro-fuel development, we believe location is a key factor and identifying the locations with access to low-cost renewable electricity, CO₂ and suitable logistics in combination with the ability to acquire permits is crucial.

LWAB has developed a potentially high-growth business model for developing and financing large numbers of standardised facilities that has several potentially competitive advantages compared to other competing renewable fuel providers:

⁵ <https://unfccc.int/process-and-meetings/the-paris-agreement/the-paris-agreement>

1. Site locations at Pulp & Paper mills in the north of Sweden, where low-cost wind power is available;
2. A standard and modular plant design, based on the Digital Twin concept that can be quickly and cost effectively replicated;
3. Facility equipment provided by leading technology suppliers, which will cover all technical solutions from feedstock to end-product, including support with development and construction, as well as operation of the eMethanol facilities;
4. An operational platform that allows for centralised facility management, where multiple facilities can be managed simultaneously and, via machine learning also, learn from each other;
5. Sustainability tracking based on Blockchain technology that enables GHG tracking for the end customer and justifies added value of eMethanol; and
6. Possible revenue increase by utilizing the facility flexibility for energy optimization and ancillary services based on the operational platform.

Project facility design philosophy

The standard and modular Liquid Wind production facility design will have an annual capacity of 50,000 tons of eMethanol utilizing 70,000 tons of upcycled CO₂. Developing a standardized and modular facility design will facilitate cost-efficient expansion.

Liquid Wind will implement a so called “Digital Twin” concept for the design, engineering, and integration of technology into a coordinated and efficient eMethanol facility concept. By using the Digital Twin, LWAB will secure the Intellectual Property (IP) developed during the facility design. This IP will be important for LWABs expansion.

The Digital Twin is a virtual model of the process, which allows the pairing of the virtual and physical worlds to support the analysis of data and monitoring of systems to avoid problems, prevent downtime and plan for the future through simulations. The ultimate vision for the Digital Twin is to create, test and build our facilities in a virtual environment. Once in operation, the facility links back to its digital twin through sensors, so that the digital twin contains all the information, including maintenance monitoring, that is otherwise only available by inspecting the physical build.

To facilitate cost-efficient carbon capture, Liquid Wind aim to locate each eMethanol facility near the emitting industry where the CO₂ is captured. We see beneficial process integration between the eMethanol facility and a paper mill, creating value by utilizing waste resources. A cooperation

with a Pulp & Paper company with internal biomass-based CHP (Combined Heat and Power) production, also opens the possibility for Liquid Wind to benefit from existing grid connection agreements.

2.3 Development of Business

LW CommunityTWO AB is a newly formed entity with an incorporation date at October 22, 2020 with no business operations. Liquid Wind AB is the entity which LW CommunityTWO AB will be purchasing Common Shares in during the start-up phase.

During 2016-17, Liquid Wind AB performed a feasibility study to evaluate technical, safety and commercial viability of an eMethanol facility. The study involved 9 organisations for a period of 5 months. Following the conclusion of the study, our expert engineers developed a standardised and modular facility design to support a profitable business case. In 2018, LWAB ran a bidding process to select the technology supply partners to form a consortium to develop multiple eMethanol facilities. In 2019, LWAB raised capital in the seed round and expanded the team to kick start the operation. Further, the selection of strategic partners was completed with agreements signed confirming the participation of all technology partners to supply the components of the LWAB project facility: Carbon capture, Electrolysis, and Methanol synthesis.

2.4 Long Term Objectives

Development targets are:

- to establish a strong, leading, and profitable company, well positioned in the renewable market, a position that makes Liquid Wind AB a preferred partner for future clients.
- to establish close-working, long term relationships with world class equipment vendors as well as with reputable construction companies.
- to engineer a standard, modular & replicable facility design.
- to structure eMethanol facilities as attractive bankable investment opportunities (SPVs).

Operational targets for the first five years of operation are:

- to reach financial close for the first project in early 2022 and additional 2 projects by EOY 2023.
- to reach completion and operation for the first facility by EOY 2023 and additional 2 facilities by EOY 2025.
- to commission at least one project per year for subsequent years (10 facilities in total by 2030).
- Deploy co-development concept to support rapid scaling.

LWAB potential targets for Investor are:

- to generate development revenue from the projects (SPV) developed and sold to equity investors and financial close in line with budget;
- to offer a buy back option for early investors during the period 2025 - 2026;
- to list Liquid Wind AB at a stock exchange after 2030.

Actions to reach these overall targets comprise of – but are not limited to – the following:

- Develop and secure a portfolio of sites with access to biogenic CO₂ and land/permits, utilising our strong network to identify and develop promising projects in Scandinavia.
- Position eMethanol as a carbon neutral fuel and market eMPA as a business practice for sustainable Corporate fuel purchase.
- Drive down facility investment costs by collaborating with state-of-the-art technology suppliers.
- Position LWAB's SPVs as a preferred and bankable buyer of PPAs to secure lowest price for renewable electricity.
- Develop the LWAB Co-Development Package to facilitate licensing.
- Safeguard that LWAB attracts quality personnel with relevant competence and experience, both for the daily activities as well as for the operation of SPVs.
- Continuous market analysis for development of new projects, new collaboration partners and clients as well as the latest technical innovations.
- Maintain financial strength to secure efficient and successful project development with high level of quality.
- Implementation of the LWAB's code of conduct in all LWAB's projects.

2.5 Short Term Objectives

In 2020 and 2021, LWAB will work to secure exclusive rights to CO₂ and sites for minimum 3 facilities. LWAB has signed LOIs with 2 Pulp & Paper companies and 1 municipal CHP plant, with the target to sign Term Sheets with exclusivity. In addition, a strong focus is to reach binding eMPA off-take agreements to potentially secure the revenue stream. As of today, LWAB has obtained multiple LOIs from marine players such as Maersk, Stena and Marinvest. LWAB is in dialogue with several infrastructure funds potentially interested to be equity investors in eMethanol facility SPVs.

The next stage for the project is basic engineering for the first facility, leading to financial close in early 2022. LWAB is working with the development of several projects in parallel, with the ambition to reach financial close for 3 facilities by EOY 2023.

The budget for basic engineering during period of 24 months 2020-2021 (with main operations starting in January 2020) is summarised as follows:

Task and Process	Months to completion	Cost to complete
Basic Engineering (Technology partners and engineering companies contracted)	24 months	\$6,221,680
Salary costs of internal staff	24 months	\$3,335,683
Office overhead costs and other costs (includes travels, office rental, insurances, bank fees etc.)	24 months	\$381,924

2.6 Insufficient Funds - The proceeds of the Offering will be sufficient to accomplish the Issuer’s objective of purchasing common shares in Liquid Wind AB. However, the proceeds of the Offering may not be sufficient to accomplish all of the Liquid Wind AB’s proposed objectives. Liquid Wind AB’s management anticipates that revenue received from sales and funds from additional financings will be sufficient for it to meet its objectives, however there is no assurance that such revenue will result or that additional financing will be available. The Issuer and Liquid Wind AB may have to curtail its operations if revenue does not increase as expected or additional financing is not available.

2.7 Material Agreements

Since incorporation, the only material contracts entered into by the Company, or which are material to the Company, other than contracts entered into in the ordinary course of business, are as follows:

1. LW CommunityTWO AB articles of incorporation dated October 22, 2020.

The following is a list of all material agreements related to Liquid Wind AB, as of November 4, 2020:

- 1) Shareholders’ Agreement signed between Freethem Generation AB, Haldor Topsoe A/S, , Tommy Goransson, Twind AB, Peter Kinde AB, and LW Community AB concerning the cooperation and relationship between the shareholders dated February 14, 2020.
- 2) Agency Agreement between the Liquid Wind AB and Silver Maple Ventures Inc. concerning the raise of funds on behalf of LW CommunityTWO AB (described under “Item 7” Compensation Paid to Sellers and Finders) dated September 10, 2020.
- 3) The Company has signed Letters of Intent for future partnerships include (see glossary for Letter of Intent definition):

- Ford Motor Company (expression on interest), May 15th 2020.
- HELM Proman Methanol (letter of support), AG, May 12th 2019
- Trafikverket Farjerederiet (letter of intent), November 6th 2017.
- Stena Line Scandinavia SB (letter of intent), October 27th 2017.
- Maersk (letter of collaboration), September 28th 2020.
- Eolus Vind AB (power purchase agreement LOI).
- EU ETS Innovation Fund (letter of collaboration), October 26th 2020.
- Marubeni Corporation (expression of interest), August 26th 2020.
- Haldor Topsoe A/S (expression on interest), September 23rd 2020.
- Siemens Energy AB (letter of intent), October 28 2020.

Item 3: Interests of Directors, Management, Promoters and Principal Holders

3.1 Compensation and Securities Held - The following table, provides information about each director, officer and promoter of the issuer and each person who, directly or indirectly, beneficially owns or controls 10% or more of any class of voting securities of the Issuer.

Name and municipality of principal residence	Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year ¹	Number, type and percentage of securities of the issuer held after completion of min. offering	Number, type and percentage of securities of the issuer held after completion of max. offering ^{3,4}
Claes Fredriksson, Sweden	CEO & Director since October 22, 2020	2020 – Nil 2021 – Nil	Nil	Nil
Tuya Bold, Sweden	Member of the Board since October 22, 2020	2020 – Nil 2021 – Nil	Nil	Nil
Niklas Rudemo, Sweden	Member of the Board since October 22, 2020	2020 – Nil 2021 – Nil	Nil	Nil
Freethem Generation AB, Sweden ²	Principal holder since October 22, 2020	2020 – Nil 2021 – Nil	25,000 Common Shares 100%	25,000 Common Shares 75%

Notes:

1. Claes Fredriksson and Tuya Bold are full time employed by Liquid Wind AB and receive monthly compensation. Note that Liquid Wind AB also pays a monthly management fee of 70,000 SEK to Freethem Generation AB. To request more information on Liquid Wind employee compensation send requests to support@frontfundr.com.
2. Claes Fredriksson owns 50% of Freethem Generation AB. As at the date of this offering Freethem Generation AB owns 78% of Liquid Wind AB.
3. The amount does not take into account any common shares that the officers, directors or shareholders may participate in the Offering.
4. Percentages assumes completion of maximum Offering, resulting in a post-Offering 33,334 Common Shares outstanding.

3.2 Management Experience - The following table, discloses the principal occupations of the directors and executive officers of Liquid Wind AB and LW Community Two AB.

Name	Principal occupation and related experience
Claes Fredriksson	<p>CEO & Director of LW CommunityTWO AB and CEO and Founder of LWAB</p> <p>Claes has international experience in management, marketing, business development and sales. Passionate about large-scale solutions to climate change, he has founded and managed several successful cleantech companies to accelerate innovative renewable energy solutions. Claes has lived and worked in many countries, including Canada before returning home to Sweden in 2013. Claes established Liquid Wind AB in May 2017.</p> <p>Claes holds a Masters in Mechanical Engineering from Chalmers University of Technology in Sweden and trained as a Marine Engineer in the Royal Swedish Navy.</p> <p>His experience includes working with multinational corporations, as well as with innovative start-up companies in Sweden, Switzerland, Canada, Hungary and Hong Kong. Fredriksson works in the renewable energy industry with strategy, concept & business development, and project implementation. He is the founder of Liquid Wind, a company developing facilities that use renewable energy and upcycled carbon dioxide to produce electro-fuel, eMethanol.</p> <p>He is also the owner FreeThem Generation, a company offering services in the renewable energy space. FreeThem Generation has experience from working with projects related to Hydrogen & Fuel Cells, Energy Storage, EV Charging, District Energy, Solar and Ocean Energy.</p>
Thomas Nilsson	Sales and Financing Director of LWAB

	<p>Thomas graduated from Lund University of Technology with a Master of Science in the energy field. Thomas has worked in the energy sector with successful Scandinavian companies, EON, Norsk Hydro and Axpo AG, and where he gained experience within trading and origination. For the last 10 years, Thomas has been focusing on originating bankable structures for the wind power industry across the European market. At Liquid Wind, Thomas is responsible for sales with a focus on securing long-term off-take agreements for eMethanol. In addition, Thomas is responsible for origination activities to secure a bankable financing structure that can be scalable for future expansion in multiple markets.</p>
<p>Roy Svantesson</p>	<p>Project & Construction Director of LWAB</p> <p>Roy has experience of managing large scale development projects, nationally and internationally. He has accumulated 40 years of experience in the energy sector and renewable energy. In May 2018, Roy joined Liquid Wind to lead Project and Construction Management.</p>
<p>Tuya Bold</p>	<p>Member of the Board of LW Community Two AB and Head of Finance of LWAB</p> <p>Tuya has 10+ years of experience working with financial investment and sustainability strategies and ensuring their effective implementation across different sectors. She has previously worked in mining and steel trading industry, e-commerce & retail, UN and other Non-Governmental agencies. She holds a MS in Environmental and Sustainable Businesses and BS in Financial Management.</p>
<p>Johan Schönström</p>	<p>Senior Energy Advisor of LWAB</p> <p>Johan will leverage his knowledge and focus his energies on securing CO₂ sources and sites for our eMethanol facilities. An energy consultant with extensive experience, Johan has worked within the Pulp and Paper industry for more than 40 years. His connections and expertise (electricity market and trade, energy-related taxes and regulations, energy efficiency and technical advisory, and waste heat utilisation and interaction between facilities) will aid in the integration with CO₂ sources.</p>
<p>Allie Downes</p>	<p>Marketing Manager of LWAB</p> <p>Allie is a Marketing Specialist with experience in developing products and bringing them to market, as well as converting complex technical concepts into comprehensive and compelling messaging to engage target audiences. Allie has developed her</p>

	expertise across a broad range of industries (including a global IT Consultancy and an Environmental FMCG Company) and working across international markets (having worked in UK, New Zealand and Sweden).
Thomas Stenhede	<p>Senior Technical Advisor of LWAB</p> <p>Thomas has developed floating barge-mounted methanol plants with Haldor Topsoe, acted as an energy consultant for the development of biomass power plants and 5 years ago he developed the world's first methanol driven pilot vessel. At Liquid Wind, Thomas is focusing on process design and applications for methanol as a fuel and basic chemical.</p>
Caroline Båth Halldén	<p>Public Policy and International Expansion of LWAB</p> <p>Caroline works with Public Policy, Business Development and Project development. She holds a Bachelor of Science in Economics and has previously worked within finance, crowd funding, sales and project management.</p>

3.3 Penalties, Sanctions and Bankruptcy

No current or proposed director, officer, control person or promoter or the Issuer has, within the 10 years prior to the date of this Offering Memorandum, been subject to any penalties or sanctions imposed by a court or securities regulatory authority.

No issuer of which a current or proposed director, officer, control person or promoter of the Issuer was a director, senior officer or control person at the applicable time has been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion or management of such issuer.

No current or proposed director, officer, control person or promoter or the Issuer has a declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, that has been in effect during the last 10 years with regard to any (i) director, executive officer or control person of the issuer, or(ii) issuer of which a person referred to in (iii) above was a director, executive officer or control person at that time.

3.4 Loans - The Issuer has no debentures or loans outstanding as at the date of this offering.

Item 4: Capital Structure

4.1 Share Capital - The following tables provides details of the Issuer's share capital. As at the date of this offering memorandum the Issuer does not have any options or warrants. Since inception the Issuer has only issued Common Shares.

Description of security	Number authorized to be issued ¹	Price per security ²	Number outstanding as at October 23, 2020	Number outstanding after min. offering	Number outstanding after max. offering
Common Shares	8,334	\$0.15	25,000	25,000	33,334

Notes:

1. As at October 26, 2020 the Issuer has authorization to issue 8,334 Common Shares in addition to the 25,000 Common Shares outstanding. Please note that the number of Liquid Wind AB's Common Shares to be purchased by the Issuer will not correspond to the number of Issuer's Shares subscribed to as a result of this Offering. The Board of the Issuer maintains the right to adjust the number of Common Shares to be purchased in Liquid Wind AB with all the funds raised as a result of this Offering.
2. The \$0.15 price per common share is based on the initial capital contributions as of October 23, 2020.

4.2 Long Term Debt Securities - The Issuer has no long-term debt securities as at the date of this offering.

4.3 Prior Sales – LW Community AB has had one share issuance following the formation date. The \$0.15 price per common share is based on the initial capital contributions as of October 23, 2020 where Freethem Generation AB purchased 25,000 Common Shares.

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
October 23, 2020	Common Shares	25,000	\$0.15	\$3,750

Item 5: Securities Offered

5.1 Terms of Securities- Material terms of the securities being offered, including:

- a) *Dividends*: Subject to the provisions of the issuer's articles of incorporation the Board of Directors may declare a dividend in such amounts and payable in such manner as the Board of Directors may from time to time determine.

5.2 The Issuer will be using funds from this offering to purchase Common Shares in Liquid Wind AB. The Liquid Wind AB Common Shares have the following terms, as of the date of this Offering Memorandum ¹:

- a) Each Common Share confers the right to one vote and the right to dividends, when declared.
- b) Right of first refusal. The Shares shall be subject to rights of first refusal and in the case of a sale of Shares to a third party which may trigger the drag-along provisions set below, the rights of first refusal shall apply on a "first look" basis where the existing shareholders shall be offered Shares for sale first, but if not taken up, these Shares shall be available (on those same terms and at same price offered to existing Shareholders) to a third party. These are set out in the rights of first refusal clause in the Company's Articles of Association. In conjunction with transfer and buy-out of Shares pursuant to the provisions set forth below, the rights of first refusal rights clause in the LWAB's Articles of Association shall not apply.
- c) Tag-Along. In the event the Majority Shareholder or Parties holding at least 66% of the Shares in the LWAB wish to transfer their holding of Shares to one or more third parties acting in cooperation (for the avoidance of doubt, a third party in this provision also includes another Party), and the Shares are not transferred according to the provisions in clause (b) above (right of first refusal), all the other Parties shall be given the opportunity to transfer their Shares to the transferee on the same terms and conditions as the transferring Party has been offered (so-called Tag-Along). However, the purchase price shall always be payable in cash if required by the Parties exercising their tag-along right. In the event the transferee does not want to buy all Shares, each Party are afforded the opportunity to sell their shares in proportion to the Parties' holding of Shares. The time stipulated for the other Parties' acceptance may not be less than 20 (twenty) Business Days from the Parties' receipt of the offer.
- d) Drag Along. In the event one or more third parties acting in cooperation makes an offer for all Shares and the offer is accepted by the Majority Shareholder and at least one of the other Shareholders, holding a total of at least 75 (seventy-five) percent of the Shares in the LWAB, the other Parties undertake to transfer their

Shares at the price per Share and on the terms and conditions set forth in the offer. The other Parties shall not be obligated to transfer their Shares pursuant to this section unless the transfer takes place on no less than market rate terms and the Parties are treated equally in respect of the price per Share and other terms and conditions for the transfer. The right to demand such sale by the other Parties is subject to the Parties right of first refusal.

Note:

1. Liquid Wind AB maintains the right to raise more funds through equity investments, which may or may not result in the change of the Common Share terms (b) through (d) listed herein. .

5.3 Subscription Procedure

For purchaser's resident in a Canadian province your purchase will be made in reliance on the “**Offering Memorandum**” exemption in Section 2.9 (2.1) of NI 45-106. The Company may use other prospectus exemptions concurrent to this offering, which may include the “**Accredited Investor**” exemption in Section 2.3 of NI 45-106, the **Friends Family and Business Associate** exemption in Section 2.5 of NI 45-106, or the “**Minimum Amount Investment**” exemption in Section 2.10 of NI 45-106.

The required form of risk acknowledgment under Sections 2.9(1), 2.9(2) and 2.9(2.1) of NI 45-106 is Form 45-106F4.

In Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan, Form 45-106F4, required under Section 2.9(2.1), includes Schedule 1 Classification of Investors Under the Offering Memorandum Exemption, with respect to eligibility of individual investors, and Schedule 2 Investment Limits for Investors Under the Offering Memorandum Exemption, with respect to investment limits of individual investors.

If you purchase the Common Shares you will have certain rights, some of which are described below. Different rights apply depending on which exemption is relied upon. However, the Subscription Agreement supplements those rights on a contractual basis such that all Subscribers, wherever resident and regardless of the exemption relied upon, will be given substantially the same rights. Such rights are summarized below. For further information about your rights, you should consult a lawyer.

Eligibility to Purchase Common Shares

Unless relying on the “Offering Memorandum” exemption pursuant to Section 2.9 of NI 45-106 Subscribers resident in or otherwise subject to the securities laws of any jurisdiction where the

Common Shares may be sold are required to fall within the definition of “Accredited Investor” (as such term is defined in NI 45-106) or be qualified to invest pursuant to the Friends Family and Business Associate Exemption pursuant to section 2.5 of NI 45-106. If the Subscriber is not an individual, it may also rely on the “Minimum Amount” exemption under NI 45-106 by investing a minimum of CDN\$150,000 paid in cash at the time of the subscription.

Purchase Procedure

To purchase the Common Shares, the following documents must be sent by the Subscriber to the Company via FrontFundr, the Company’s **Funding Portal**:

- a) Risk Acknowledgment Form 45-106F4 for purchasers from all provinces. In Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan, Form 45-106F4 includes Schedule 1 – Classification of Investors Under the Offering Memorandum Exemption, with respect to eligibility of individual investors, and Schedule 2 – Investment Limits for Investors Under the Offering Memorandum Exemption, with respect to investment limits of individual investors;
- a) an executed copy of the LW CommunityTWO AB subscription agreement including all applicable Schedules;
- b) a wire transfer, certified or cashier’s cheque or digital payment via the Company’s **Funding Portal** in the amount of the aggregate purchase price of the Common Shares payable to the Company, to be held in trust for a minimum of two **Business Days** following the execution of the Subscription Agreement by the Subscriber.

Once executed and delivered by the Subscriber, a Subscription Agreement constitutes an offer to the Company to purchase the Common Shares described in the Subscription Agreement.

Following execution of the Subscription Agreement by the Company, the Subscriber has no right to withdraw the amount of the purchase payment or any interest earned thereon, subject to the statutory two business days cooling-off period. Amounts will remain in the Company’s escrow account pending satisfaction of the conditions set out in Item

Terms of Sale

The Common Shares will be sold only to Subscribers who have submitted the documentation specified in Item 5.2 – Subscription Procedure, duly executed and delivered. Pursuant to the Subscription Agreement, each Subscriber shall be bound by the Shareholders’ Agreement, including the restrictions on transfer of the Common Shares set forth therein and the Voting Trust Agreement, including the Common Share deposit requirements and the restrictions on transfer of the Common Shares set forth therein. (See Item 11 – Resale Restrictions.) Once accepted by the

Company, a Subscription Agreement remains in effect as long as the Common Shares purchased pursuant thereto remain outstanding. A Subscription Agreement terminates only upon (a) the purchase for cancellation of the Common Shares to which it relates, or (b) the liquidation of the Company. Upon a transfer of all Common Shares of a particular Class, the transferor is relieved of all restrictions and obligations under the Subscription Agreement which the transferor entered into upon the purchase of the Common Shares and the transferee, as a condition of the transfer, is required to agree to abide by all of the provisions of the Subscription Agreement, the articles, by-laws or Shareholders' Agreement for the Company.

Conditions of Sale

All cheques, wire transfers, and digital payments received into the FrontFundr Escrow Account from purchasers will be deposited pending satisfaction of the conditions described below and subject to the purchaser's right to cancel the purchase of Common Shares within two business days after the execution of the Subscription Agreement. If these conditions of sale are not satisfied, the payments made by a purchaser for Common Shares will be returned without any interest.

We have the right to reject any prospective purchaser of Common Shares for any reason whatsoever. If we decide to accept an offer to purchase the Common Shares, we will execute a copy of the Subscription Agreement remitted by the purchaser and return one copy to such purchaser. If a request to purchase is accepted, Common Shares will be issued and the purchaser will receive a certificate evidencing ownership of the Common Shares. If we determine not to accept an offer to purchase the Common Shares, or if the Minimum Offering is not achieved, we will return the Subscription Agreement, without its signature thereon, together with all funds held in escrow without interest to the applicable prospective purchasers.

THIS OFFERING IS SUBJECT TO A MAXIMUM OFFERING OF 8,334 SHARES. UNLESS TERMINATED EARLIER BY THE COMPANY, THIS OFFERING WILL CLOSE ON AT THE DISCRETION OF THE ISSUER.

Item 6: Income Tax Consequences and RRSP Eligibility

6.1 Tax Advice. You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you. Prospective purchasers should consult their own tax advisors for advice with respect to the income tax consequences associated with their acquisition, holding, and disposition of securities under this Offering Memorandum and with respect to their particular circumstances. Neither the Issuer nor its counsel makes any representations with respect to the income tax consequences to any prospective purchasers.

6.2 Registered Accounts. Not all securities are eligible for investment in a registered retirement savings plan (“RRSP”) or tax free saving account (“TFSA”). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

6.3 Material income Tax Consequences. As a foreign investment opportunity there may be unique or material income tax consequences that apply to the purchase of these shares.

Item 7: Compensation Paid to Sellers and Finders

The Company has entered into a non-exclusive agency agreement dated as of September 10, 2020 (defined above as the “Agency Agreement”) with Silver Maple Ventures Inc., doing business as FrontFundr (defined above as the “Agent”). Liquid Wind AB engaged the Agent to act as a non-exclusive sales, marketing, and administrative agent in connection with the offering of the common shares under this Offering Memorandum for LW Community Two AB and to provide certain other related services. Under the Agency Agreement, the Agent is entitled to receive:

- Set up fees and other upfront costs:
 - \$7,200 for onboarding and due diligence review;
 - \$10,800 for drafting of the Offering Memorandum Document;
- Trade fees (contingent on the Issuer raising the minimum amount and completing a close):
 - Cash compensation
 - FrontFundr may retain 6.0% of the gross proceeds or \$40 per individual (or \$100 per non-individual) that invests based on which of the amounts are greater, as commission
- Closing fees:
 - \$750 closing fee, comprised of \$250 for each of the following services, should the Issuer require said services: Preparing the Schedule 1 of the Report of Exempt Distribution, Preparing Directors Resolution, and Preparing Share Certificates
 - \$1,500 filing fee for each closing that takes place and for which the Agent conducts a filing.

Item 8: Risk Factors

Only investors who can reasonably afford the risk of loss of their entire investment should consider the purchase of these Shares. Prospective purchasers should carefully consider the following risk factors in addition to the other information contained in this Offering Memorandum before purchasing Shares. The risk factors outlined below are not a definitive list of all risks associated

with an investment in the Shares offered hereunder but are limited to those risks the Company considers material. Additional risks that the Company does not currently know about or that it currently believes to be immaterial may also impair its business operations. Solely for this section (Item 8) the Company shall be defined as both “LW CommunityTWO AB” and “Liquid Wind AB”.

8.1 Investment Risk

Securities are Speculative

The securities offered hereunder must be considered highly speculative and an investment in such securities involves a high degree of risk. Due to the nature of the Company’s business and the present stage of development of its business, the Company may be subject to significant risks. The Company’s actual operating results may be very different from those expected as at the date of this Offering Memorandum in which event the trading price of the Shares could decline, and a subscriber may lose all or part of his or her investment.

Restrictions on Transfers and No Public Market

There is presently no public market for the Shares and none is expected to develop in the foreseeable future. The Shares are also subject to substantial restrictions on transfer under securities laws, and the Articles of the Company. Accordingly, the Shares may not be resold or otherwise transferred, except in accordance with the Articles of the Company or in accordance with such applicable Canadian securities laws. (See Item 5.2 – Subscription Procedure – Eligibility to Purchase Shares and Item 10 – Resale Restrictions.)

Value of Securities of the Company

The price for Shares of the Company is determined by management and may not bear any relationship to earnings, book value or other valuation criteria.

Tax Matters

The return on a Shareholder’s investment in his/her or its Shares is subject to changes in Canadian Federal and Provincial tax laws, as well as any other tax laws applicable to the Shareholders. There can be no assurance that the tax laws will not be changed in a manner which will fundamentally alter the tax consequences to investors of holding or disposing of the Shares.

Dilution

After completion of the Offering, then existing Shareholders may have their interests diluted. The exercising of outstanding stock options or warrants will also have a dilutive effect on the interests

of the purchasers of the Shares. Moreover, in the event the Company requires additional equity financing pursuant to the Shares offered under the Offering, purchasers of the additional Shares may experience further dilution to the extent that such Shares may be issued for a value less than the price paid for conversion of Shares acquired hereunder. Describe in order of importance, starting with the most important, the risk factors material to the issuer that a reasonable investor would consider important in deciding whether to buy the issuer's securities.

8.2 Issuer Risk

Limited Operating History

The Company is in the start up stage with limited operating history. As a result, there is no guarantee that the Company will achieve its investment objectives or earn a positive return, nor is there any assurance that the Company will achieve any or all of its short- and long-term business objectives detailed above.

Foreign Exchange

The Company is incorporated and based in Gothenburg, Sweden. This offering is being conducted in Canadian Dollars and fluctuations in the exchange rate between the Canadian Dollar and the Swedish Krona may impact the value of your investment.

Management and Personnel Risks

The Company's business will be significantly dependent on Liquid Wind AB's management team including outside management advisors and consultants. The loss of the Company's officers, other employees, advisors or consultants could have a material adverse effect on the Corporation. The Company's success depends, in part, on its ability to attract and retain key, technical, management and operating personnel, including consultants and members of the Company's Board. The Company needs to develop sufficient expertise and add skilled employees or retain consultants in areas such as research and development, business management, editorial staff and marketing in order to successfully execute its business plan. The Company may be unable to attract and retain qualified personnel or develop the expertise needed in these areas. If the Company fails to attract and retain key personnel it may be unable to execute its business plan, or its business could be adversely affected. The Company does not maintain key man insurance on any member of its management.

Inability to Manage the Potential Growth of the Business

The Company may be subject to growth-related risks including capacity constraints and pressure on its internal systems and controls. The ability of the Company to manage growth effectively will

require it to continue to implement and improve its operations and financial systems and to expand, train, and manage its employee base. The inability of the Company to deal with potential growth could have a material adverse impact on its business, operating results, financial condition or profitability. Any expansion of operations the Company may undertake will entail risks; such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, Shareholders must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert management's attention and resources away from any other operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

Further Need for Debt or Equity Financing

The Company may have to sell additional securities including, but not limited to, Shares or some form of convertible security, the effect of which will result in a dilution of the equity interests of any existing Shareholders. The Company may also need to raise capital by incurring long term or short-term indebtedness in order to fund its business objectives. This could result in increased interest expense or decreased net income. Security holders are cautioned that there can be no assurance as to the terms of such financing and whether such financing will be available. Moreover, neither the Company's Articles nor its By-laws limit the amount of indebtedness that the Company may incur. The level of the Company's indebtedness could impair its ability to obtain additional financing in the future on a timely basis to take advantage of business opportunities that may arise.

Development Stage of Business Risks

The Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry and the development of a customer base. There is a possibility that the Company could sustain losses in the future. If the Company is unable to generate revenues or profits, investors might not be able to realize returns on their investment or prevent the loss of their investment.

Forward-Looking Statements and Information May Prove Inaccurate

Investors are cautioned not to place undue reliance on forward-looking statements and information. By its nature, forward-looking statements and information involves numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual

results to differ materially from those suggested by the forward-looking statements and information or contribute to the possibility that predictions, forecasts, or projections will prove to be materially inaccurate. Additional information on the risks, assumptions, and uncertainties are found in this Memorandum under the heading “Forward-Looking Statements & Forward-Looking Information”.

Litigation Risk

The Company may be subject to litigation arising out of its operations generally. Damages claimed under such litigation may be material, and the outcome of such litigation may materially impact the Company’s operations, and the value of the Shares. In addition to general litigation risk, our editorial content may be controversial and may result in litigation. In the ordinary course of our business, litigation claims may be filed against us, most of which are claims for defamation arising from the publication of our editorial content. While we maintain insurance in respect of claims for defamation, some claims made against us may not be insured or may result in costs above our coverage limits. In the event that a judgement is rendered against us, there can be no assurance that our insurance coverage will cover that particular loss.

While the Company will assess the merits of any lawsuits and defend such lawsuits accordingly, it may be required to incur significant expense or devote significant financial resources to such defenses. In addition, the adverse publicity surrounding such claims may have a material adverse effect on the Company’s operations.

Inability to License Other Intellectual Property Rights

If the Company is unable to obtain licenses, on reasonable commercial terms, from the holders of such other intellectual property rights, it could be required to halt development or redesign its technology, failing which it could bear a substantial risk of litigation for misuse of the other technologies. In any such event, the business and operations of the Company could be materially adversely affected.

Management Discretion as to Application of Proceeds

The net proceeds from this Offering will be used for the purposes described under Item 1.2 – Use of Available Funds. The Company reserves the right to use the funds obtained from this Offering for any general business purposes and such other purposes not presently contemplated which it deems to be in the best interests of the Company and its Shareholders. As a result of the foregoing, the success of the Company may be substantially dependent upon the discretion and judgment of the Company’s Board with respect to application and allocation of the net proceeds of the Offering.

Investors will be entrusting their funds to the Company's management; upon whose judgment and discretion the investors must depend.

Operational Risks

Purchasers must take into account the lack of operating history of the Company and rely on the Company's stated ability to develop its products and services and manage and develop relationships with key strategic partners, instead of a demonstrated track record. The Company depends on partnerships with third parties that are critical to its operations and future growth. If the Company is unable to develop and maintain these critical relationships, its ability to offer its products and services and roll out advanced services may be delayed, and its business, financial condition and results of operations could be materially adversely affected.

Long-term Off-take – eMPA

Securing long-term sales agreements for eMethanol (eMPA) is essential for the Liquid Wind AB business model. There is no guarantee that long-term off-take agreements will be secured. There is a risk that this market will take time to materialize and the sustainability focused marine industry will still choose price over sustainability in a tough economic climate. To bridge such gaps, and to incentivise early investments, through the EU ETS Innovation Fund the EU will fund up to 60% of the price gap compared to fossil fuel. LWAB will, in parallel with the dialogue with potential eMPA buyers, apply for this EU funding.

Licenses and permits

The operation of a Flagship Facility in Sweden is subject to an environmental permit. The Liquid Wind AB standard facility falls under a so-called A-class permit, handled and decided by the Land and Environmental Court. The estimated time from application to approved permit is 12 – 15 months, depending on complexity. Initial evaluation of the permitting process shows a clear and well-defined process applicable for any industrial process. Liquid Wind AB will engage established legal expertise for the application process. LWAB will also work closely with the CO₂ Host, to take advantage of their experience and established contacts.

There is no guarantee that LWAB will be granted a permit. LWAB estimates that the probability to reach a permit is high, given the industrial zoning in the area and that our Host is considerably bigger and has a bigger impact on the environment. Timing is often an issue with permit's and there is a risk that the permit decision could be delayed leading to delays in reaching Financial Close.

8.3 Industry Risk

Access to CO2 sources

Liquid Wind AB relies on long-term access to point-sources of CO₂, where the focus is to enter into cooperation with Pulp & Paper (P&P) companies. Historically, the interest in CCU (Carbon Capture and Utilisation) has been low in the P&P industry but given the increased focus on CO₂ emission reductions and the need to take preventive action, we see strong interest in a cooperation with Liquid Wind AB. Liquid Wind AB has ongoing dialogues with leading Nordic P&P companies and has entered into 2 LOIs during 2020. In addition, LWAB has also entered into an LOI with a biomass powered CHP plant. Liquid Wind AB sees high probability that during 2020 and 2021 the company can reach agreements for co-location and access to CO₂ for a total of 6 facilities.

The methanol industry is subject to commodity price volatility and supply and demand uncertainty

The methanol business is a highly competitive commodity industry and prices are affected by supply and demand fundamentals. Methanol prices have historically been, and are expected to continue to be, characterized by cyclicalities. Factors influencing supply and demand for methanol and related risks are found below. We are not able to predict future methanol supply and demand balances, global economic activity, methanol prices or energy prices, all of which are affected by numerous factors beyond our control. Since methanol is the only product we produce and market, a decline in the price of methanol has a significant negative effect on our results of operations and financial condition.

Power Purchase

The Liquid Wind AB business case is based on sourcing renewable power from new wind power generating facilities in the Nordic market. This will depend on the overall bankability of the SPV financing structure, and ultimately the creditworthiness of the buyer of eMethanol. It is the ambition of Liquid Wind AB to contract a long-term (min 10 year) off-take agreement (eMethanol Purchase Agreement, eMPA) with an investment-grade buyer.

Industry Relationship Risks

If the Company fails to develop and maintain relationships with industry participants, its business could suffer. The business operations of the Company will depend, in part, on agreements with industry partners for the sale of its products and services.

Technological Changes

The long-term success of the Company's operations may be limited by its ability to adapt to significant advancements in both the equipment and the technology used in its operations. The

rapid pace of development in this industry has been evident over the last few years and is likely to continue into the future. The Company can provide no assurances that it will stay abreast of technology trends and if it fails to do so, it may not be able to adapt its products and services to new technologies in a timely manner, the Company may lose customers and its revenues will suffer.

Regulatory Risks

The direct regulations for e-Fuels falls under the RED II directive. Currently there is on-going work with two Delegated Acts covering the requirements for power sourcing for production of e-fuels. Information from the on-going work indicates that the LWAB structure, based on long-term PPA with new wind resources combined with blockchain-based temporal and geographical tracking, will be eligible for accounting the electricity as additional (close to zero GHG emission).

General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in Canada such as war, terrorist attacks, recession, inflation, labour disputes, demographic changes, weather or climate changes, unemployment and interest rates. There is no assurance that the Company will be successful in marketing any of its products and services, or that the revenues from the sale of such products and services will be significant. Consequently, the Company's revenues may vary by quarter, and the Company's operating results may experience fluctuations. Unanticipated obstacles to execution of the Company's business plans may change significantly as execution is capital intensive and may become subject to statutory or regulatory requirements. The Company reserves the right to make significant modifications to any of the Company's stated strategies depending on future events.

8.4 Other Risk

COVID-19

In addition to the risk factors described throughout Item 10, in January 2020, the World Health Organization ("WHO") declared a Public Health Emergency of International Concern due to a novel virus ("COVID-19") and in March 2020, declared it a pandemic. The global spread of COVID-19 has created significant worldwide operational and economic volatility, uncertainty, and disruption. The extent to which COVID-19 will impact the Company's ability to raise the required capital to implement its proposed building plans, as well as continue with its sales and marketing efforts, depends on certain developments, including but not limited to the duration and spread of the outbreak, impact on the Company's customers and its sales cycles, and its ability to attract capital, all of which is highly uncertain, rapidly changing, and cannot be accurately predicted.

Item 9: Reporting Obligations

9.1 As at the date of this Offering Memorandum, the Company is not a “reporting issuer” as such term is defined in applicable securities legislation and accordingly is not subject to most of the continuous disclosure reporting obligations imposed on reporting issuers by such securities legislation. However, Shareholders will receive, upon request, a copy of the audited annual financial statements of the Company within 120 days of the end of each fiscal year, and any other information that may be required to be delivered to Shareholders under applicable securities legislation from time to time for each jurisdiction. You may request a copy of the financial statements by contacting us at the address, numbers or e-mail address set out on the front cover.

9.2 Information about the Corporation’s incorporation, amendments to its documents, Directors, officers, annual corporate filings and other corporate information can be obtained from this website <https://www.allabolag.se/5592783228/lw-communitytwo-ab>

Item 10: Resale Restrictions

10.1 General Statement

These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

10.2 Restricted Period

Except in Manitoba and subject to the resale restrictions described in Items 10.1, unless permitted under securities legislation, you cannot trade the securities before the date that is four months and a day after the date the Issuer becomes a reporting issuer in any province or territory of Canada. The certificates representing the securities will bear a legend to this effect. In the event the Issuer becomes a reporting issuer in certain provinces of Canada by filing a prospectus, you will be able to trade your securities four months and one day after the date your securities were issued.

10.3 Manitoba Resale Restrictions

Subject to the resale restrictions described in Items 10.1, unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless:

(a) the Issuer has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or

(b) you have held the securities for at least 12 months. The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Item 11: Purchasers' Rights

Securities legislation in certain provinces of Canada require purchasers to be provided with a remedy for rescission or damages, or both, in addition to any other right they may have at law, where an offering memorandum and/or any amendment to it contains a misrepresentation. These remedies must be exercised by the purchaser within the time limits prescribed by applicable securities legislation. Purchasers should refer to the applicable provisions of securities legislation for the complete text of these rights or consult with a legal adviser.

The rights of action hereby granted by the Issuers are in addition to and without derogation from any right or remedy available at law to the purchaser and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defences contained therein.

If you purchase Common Shares you will have certain rights, some of which are described below. These rights may not be available to you if you purchase the Common Shares pursuant to a prospectus exemption other than the offering memorandum exemption in Section 2.9 of NI 45-106. For complete information about your rights, you should consult a lawyer.

State the following:

Two Day Cancellation Right

You can cancel your agreement to purchase these Common Shares. To do so, you must send a notice to us by midnight on the second (2nd) business day after you sign the agreement to buy the Common Shares.

Purchasers' Rights of Action in the Event of a Misrepresentation

Securities legislation in certain of the provinces of Canada provides purchasers with a statutory right of action for damages or rescission in cases where an offering memorandum or any

amendment thereto contains an untrue statement of a material fact or omits to state a material fact that is required to be stated or is necessary to make any statement contained therein not misleading in light of the circumstances in which it was made (a "misrepresentation"). These rights, or notice with respect thereto, must be exercised or delivered, as the case may be, by purchasers within the time limits prescribed and are subject to the defenses and limitations contained under the applicable securities legislation.

Purchasers of Common Shares resident in provinces of Canada that do not provide for such statutory rights will be granted a contractual right similar to the statutory right of action and rescission described below for purchasers resident in Ontario and such right will form part of the subscription agreement to be entered into between each such purchaser and the Issuer in connection with this Offering.

Cautionary Note

The following summaries are subject to the express provisions of the securities legislation applicable in each of the provinces and territories of Canada and the regulations, rules and policy statements thereunder. Purchasers should refer to the securities legislation applicable in their province or territory along with the regulations, rules and policy statements thereunder for the complete text of these provisions or should consult with their legal advisor. The contractual and statutory rights of action described in this Offering Memorandum are in addition to and without derogation from any other right or remedy that a purchaser may have at law.

Statutory Rights

British Columbia, Alberta, Manitoba, or Newfoundland and Labrador: If you are a resident of British Columbia, Alberta, Manitoba or Newfoundland and Labrador, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- a) the Issuer to cancel your agreement to buy these Common Shares, or
- b) for damages against the Issuer, every Person who was a director of the Issuer at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

Prince Edward Island, the Northwest Territories, New Brunswick, Nunavut and Yukon: If you are a resident of Prince Edward Island, the Northwest Territories, Nunavut or Yukon, and there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- a) the Issuer to cancel your agreement to buy these Common Shares, or

- b) for damages against the Issuer, the selling security holder on whose behalf the distribution is made, every Person who was a director of the Issuer at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

Saskatchewan: If you are a resident of Saskatchewan and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- a) the Issuer to cancel your agreement to buy these Common Shares, or
- b) for damages against the Issuer, every promoter of the Issuer, every Person who was a director of the Issuer at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum, every Person whose consent has been filed in respect of the Offering Memorandum, but only with respect to reports, opinions or statements made by them. And every Person or Company that sells these Common Shares on behalf of the Issuer.

Nova Scotia: If you are a resident of Nova Scotia and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- a) the seller to cancel your agreement to buy these Common Shares, or
- b) for damages against the Issuer, every Person who was a director of the Issuer at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

Ontario: If you are a resident of Ontario and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to:

- a) sue for damages against the Issuer and a selling security holder on whose behalf the distribution is made; or
- b) sue the Issuer or the selling security holder on whose behalf the distribution is made to cancel your agreement to buy these Common Shares.

These statutory rights are available to you whether or not you relied on the misrepresentation. However, there are various defences available to the Issuer, Persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Common Shares. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered, and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

In Ontario, these rights are not available for a purchaser that is: (a) a Canadian financial institution, meaning either: (i) an association governed by the Cooperative Credit Association Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or (ii) a bank, loan corporation, trust Company, trust corporation, insurance Company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a province or territory of Canada to carry on business in Canada or a province or territory of Canada; (b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the Bank Act (Canada); (c) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada); or (d) a subsidiary of any Person referred to in clauses (a), (b) or (c), if the Person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

If you intend to rely on the rights described above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the Common Shares.

In British Columbia, Alberta, Prince Edward Island, Newfoundland and Labrador, Ontario, the Northwest Territories, Nunavut and Yukon, you must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three years after the date you purchased the Common Shares.

In Saskatchewan and New Brunswick, you must commence your action for damages within the earlier of one year after you first had knowledge of the facts giving rise to the cause of action and six years after the date you purchased the Common Shares.

In Manitoba, you must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and two years after the date you purchased the Common Shares.

In Nova Scotia, you must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three years after the date you purchased the securities. Furthermore, no action shall be commenced to enforce the right of action discussed above unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

Item 12: Financial Statements

Accompanying the Offering Memorandum are the following financial statements:

- 1) LW CommunityTWO AB's Audited Financial statements as of October 22, 2020.
- 2) Liquid Wind AB's Financial statements for the period ending December 31, 2019.



LW CommunityTWO AB

STATEMENT OF FINANCIAL POSITION

As at formation on October 22, 2020

In Swedish (SEK)

Assets

Cash..... 25 000 SEK

Shareholders Equity

Equity.....25 000 SEK

Approved by the board of LW CommunityTWO AB

A handwritten signature in blue ink, appearing to read "Claes Fredriksson", is written over a light blue horizontal line.

(Signed) Claes Fredriksson

CEO

See accompanying notes to financial statements

LW CommunityTWO AB

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

One day period ended on October 23, 2020

In Swedish (SEK)

Shareholders' equity, beginning of period.....	- SEK
Issuance of units on formation.....	25 000 SEK
Shareholders' equity, end of period.....	25 000 SEK

See accompanying notes to financial statements

LW CommunityTWO AB

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

One day period ended on October 23, 2020

In Swedish (SEK)

Financing activities	
Issuance of units on formation.....	25 000 SEK
Increase in cash, being cash, end of period.....	25 000 SEK

See accompanying notes to financial statements

LW CommunityTWO AB

NOTES TO FINANCIAL STATEMENTS

One day period ended on October 23, 2020

1. ORGANISATION

LW CommunityTWO AB (the "Company") is a company settled under and governed by the laws of Sweden. The registered office of the Company is located at Sven Hultins Plats 9c, Gothenburg, Sweden. The Company was established for the primary purpose of acquiring investments to develop carbon neutral fuel facilities. Liquid Wind AB ("Liquid Wind") will be the mother company that will issue shares to the company for its ownership and will also manage the day to day activities of the company. October 23, 2020, the initial capital contribution was SEK 25 000.

2. BASIS OF PRESENTATION

These financial statements of the Company have been prepared by management in accordance with International Financial Reporting Standards. These financial statements were authorized for issue by the director of the company on October 23, 2020. As there have been no operations during the period, a statement of income and comprehensive income has not been prepared. These financial statements are presented in Swedish kroner, which is the functional currency of the company.

3. SHAREHOLDERS' EQUITY

The Company has only common shares and no other types of shares. The company has authorized the issue of 8334 common shares. All Company shares issued and distributed will be directly invested into equity shares to Liquid Wind with same valuation as Liquid Wind's current round of investment. The Company elects its own board, and the Company representation will be invited to general meetings in Liquid Wind and each shareholder to the company has the same rights and obligations to request information from Liquid Wind and its shareholders.

4. COMMITMENTS

Liquid Wind is an innovative Cleantech Company, based in Scandinavia. Liquid Wind is committed in scaling access to carbon neutral fuel. The first commercial-scale facility in Scandinavia will be operational from 2023 with target of 500 facilities by 2050 (20 years after the birth of Liquid Wind), which will prevent the emission of 50 million tons of carbon dioxide every year. The first 6 facilities will be established in Scandinavia, during this time Liquid Wind will also optimise the replicable facility model to expand internationally. Canada is an ideal location with great conditions to convert low cost renewable electricity into cost-effective carbon neutral fuel. Liquid wind has several interested parties to become Co-developers in Canada.

Liquid Wind will ensure the investments from the Company are well spent and has committed to provide support for all day to day activities of the Company. Liquid Wind will manage all ongoing operations such as returns, filings, documents, and all financial accounting records, including tax filings. Liquid Wind will also handle all ongoing liaisons with legal and tax counsel, the structuring of the Company, entering into agreements or documents on behalf of the Company. In addition, providing investor communication and reporting services to the Company. In connection with the provision of the services to be provided by Liquid Wind, the Company will pay the following fees:

a) As a percentage of funds raised administration and marketing fees will be charged, a maximum of 7%,

This fee will be the only fee charged to the Company for all management, administration and marketing that is done by Liquid Wind in behalf of the Company.

b) As a percentage of funds raised and subsequently invested into Liquid Wind, a maximum of 6% will be paid to service providers for Agency Transaction Fees.

5. SUBSEQUENT EVENTS

Pursuant to an agency agreement dated September 10, 2020, the Company, engaged Silver Maple Ventures Inc. to offer for sale, pursuant to the offering memorandum dated November 3rd, 2020, a maximum of 15,000,000 SEK common shares of the company at a price of 1800 SEK (the "Offering"). Costs related to the Offering include an onboarding fee of \$8,000 plus applicable taxes for performance of the agent's due diligence review upon signing of the agency agreement as well as agents' fees of 6% of the gross proceeds raised from each subscriber who is introduced by the agent. The proceeds of the Offering will be used to directly invested to Liquid Wind to support the development of the first carbon neutral facility.



Independent Auditor's report

To the Board of Director's of LW CommunityTWO AB, corporate identity number 559278-3228

Opinion

In our opinion, the accompanying financial statements of LW CommunityTWO AB (the Company) are prepared, in all material respects, in accordance with IFRS and Annual Accounts Act.

We have audited the financial statements of the Company, which comprise the balance sheet as at October 24, 2020, and the income statement, statement of changes in equity and cash flow statement for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company within the meaning of professional ethics for accountants in Sweden and have fulfilled our other responsibilities under those relevant ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Going Concern

The Company's financial statements have been prepared using the going concern basis of accounting. The use of this basis of accounting is appropriate unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. As part of our audit of the financial statements, we have concluded that management's use of the going concern basis of accounting in the preparation of the Company's financial statements is appropriate. Management has not identified a material uncertainty that may cast significant doubt on the entity's ability to continue as a going concern, and accordingly none is disclosed in the financial statements. Based on our audit of the financial statements, we also have not identified such a material uncertainty. However, neither management nor the auditor can guarantee the Company's ability to continue as a going concern.

Other Information

We do not have audited or reviewed any other information and, accordingly, does not express an audit opinion or a review conclusion on it.

Responsibilities of the Board of Director's and the Managing Director for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the Annual Accounts Act and IFRS, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. The Board of Director's and the Managing Director are responsible for overseeing the Company's financial reporting process.



Auditor's Responsibilities for the Audit of the Financial Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Trollhättan 3 November 2020

Daniel Larsson
Authorized Public Accountant

Deltagare

ÖHRLINGS PRICEWATERHOUSECOOPERS AB 556029-6740 Sverige

Signerat med Svenskt BankID

Daniel Larsson
Revisor
daniel.s.larsson@pwc.com
197704135537

2020-11-03 15:25:42 UTC

Datum

Leveranskanal: E-post



Auditor's report

Unofficial translation

To the general meeting of the shareholders of Liquid Wind AB, corporate identity number 559113-8267

Report on the annual accounts

Opinions

We have audited the annual accounts of Liquid Wind AB for the year 2019.

In our opinion, the annual accounts have been prepared in accordance with the Annual Accounts Act and present fairly, in all material respects, the financial position of Liquid Wind AB as of 31 December 2019 and its financial performance for the year then ended in accordance with the Annual Accounts Act. The statutory administration report is consistent with the other parts of the annual accounts.

We therefore recommend that the general meeting of shareholders adopts the income statement and balance sheet for Liquid Wind AB.

Basis for Opinions

We conducted our audit in accordance with International Standards on Auditing (ISA) and generally accepted auditing standards in Sweden. Our responsibilities under those standards are further described in the Auditor's Responsibilities section. We are independent of Liquid Wind AB in accordance with professional ethics for accountants in Sweden and have otherwise fulfilled our ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

Responsibilities of the Board of Director's and the Managing Director

The Board of Directors and the Managing Director are responsible for the preparation of the annual accounts and that they give a fair presentation in accordance with the Annual Accounts Act. The Board of Directors and the Managing Director are also responsible for such internal control as they determine is necessary to enable the preparation of annual accounts that are free from material misstatement, whether due to fraud or error.

In preparing the annual accounts, The Board of Directors and the Managing Director are responsible for the assessment of the company's ability to continue as a going concern. They disclose, as applicable, matters related to going concern and using the going concern basis of accounting. The going concern basis of accounting is not applied if decision has been taken to discontinue the operations.

Auditor's responsibility

Our objectives are to obtain reasonable assurance about whether the annual accounts as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs and generally accepted auditing standards in Sweden will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual accounts.

A further description of our responsibility for the audit of the annual accounts is available on Revisorsinspektionen's website: www.revisorsinspektionen.se/revisomsansvar. This description is part of the auditor's report.



Report on other legal and regulatory requirements

Opinions

In addition to our audit of the annual accounts, we have also audited the administration of the Board of Director's and the Managing Director of Liquid Wind AB for the year 2019 and the proposed appropriations of the company's profit or loss.

We recommend to the general meeting of shareholders that the loss dealt with in accordance with the proposal in the statutory administration report and that the members of the Board of Director's and the Managing Director be discharged from liability for the financial year.

Basis for Opinions

We conducted the audit in accordance with generally accepted auditing standards in Sweden. Our responsibilities under those standards are further described in the Auditor's Responsibilities section. We are independent of Liquid Wind AB in accordance with professional ethics for accountants in Sweden and have otherwise fulfilled our ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

Responsibilities of the Board of Director's and the Managing Director

The Board of Directors is responsible for the proposal for appropriations of the company's profit or loss. At the proposal of a dividend, this includes an assessment of whether the dividend is justifiable considering the requirements which the company's type of operations, size and risks place on the size of the company's equity, consolidation requirements, liquidity and position in general.

The Board of Directors is responsible for the company's organization and the administration of the company's affairs. This includes among other things continuous assessment of the company's financial situation and ensuring that the company's organization is designed so that the accounting, management of assets and the company's financial affairs otherwise are controlled in a reassuring manner. The Managing Director shall manage the ongoing administration according to the Board of Directors' guidelines and instructions and among other matters take measures that are necessary to fulfill the company's accounting in accordance with law and handle the management of assets in a reassuring manner.

Auditor's responsibility

Our objective concerning the audit of the administration, and thereby our opinion about discharge from liability, is to obtain audit evidence to assess with a reasonable degree of assurance whether any member of the Board of Directors or the Managing Director in any material respect:

- has undertaken any action or been guilty of any omission which can give rise to liability to the company, or
- in any other way has acted in contravention of the Companies Act, the Annual Accounts Act or the Articles of Association.

Our objective concerning the audit of the proposed appropriations of the company's profit or loss, and thereby our opinion about this, is to assess with reasonable degree of assurance whether the proposal is in accordance with the Companies Act.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with generally accepted auditing standards in Sweden will always detect actions or omissions that can give rise to liability to the company, or that the proposed appropriations of the company's profit or loss are not in accordance with the Companies Act.

A further description of our responsibility for the audit of the administration is available on Revisorsinspektionen's website: www.revisorsinspektionen.se/revisornsansvar. This description is part of the auditor's report.

Trollhättan 15 June 2020
Öhrlings PricewaterhouseCoopers AB

Daniel Larsson
Authorized Public Accountant
The original swedish auditor report was signed 15 june 2020

Liquid Wind AB
559113-8267
Financial Year 2019-01-01 - 2019-12-31
Period 2019-01-01 - 2019-12-31

Performance report YEAR

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	Period	cumulative	Period next year
OPERATING INCOME			
Net sales	158 754.05	158 754.05	0.35
Other operating income	20,000.00	20,000.00	0.00
SUMMARY INCOME OF THE MOVEMENT	178 754.05	178 754.05	0.35
OPERATING EXPENSES			
Other external expenses	-5 825 172.99	-5 825 172.99	-183 770.15
personnel costs	-1 256 927.60	-1 256 927.60	-126 163.20
Financial posts	-1 764.00	-1 764.00	-4.00
TOTAL OPERATING EXPENSES	-7,083,864.59	-7,083,864.59	-309 937.35
Profit for the year	0.00	0.00	309 937.35
ESTIMATED RESULTS	-6 905 110.54	-6 905 110.54	0.35

Liquid Wind AB
559113-8267
Financial Year 2019-01-01 - 2019-12-31
Period 2019-01-01 - 2019-12-31

Balance Sheet Annual Report

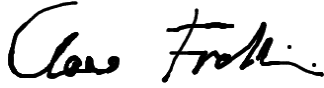
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	No balance	Period	outgoing balance
ASSETS			
Fixed assets			
Financial assets	0.00	80,000.00	80,000.00
Total fixed assets	0.00	80,000.00	80,000.00
Current assets			
Receivables	5 398.00	8 331 602.00	8 337 000.00
Cash and bank balances	50 943.00	292 833.96	343 776.96
Total current assets	56 341.00	8 624 435.96	8 680 776.96
SUMMER ASSETS	56 341.00	8 704 435.96	8,760,776.96
EQUITY, PROVISIONS AND LIABILITIES			
Equity	248 299.35	-13 361 000.00	-13 112 700.65
Long-term liabilities	0.00	-661 000.00	-661 000.00
Current liabilities	-304 640.00	-1 587 546.50	-1 892 186.50
TOTAL EQUITY, PROVISIONS AND LIABILITIES	-56 340.65	-15 609 546.50	-15 665 887.15
ESTIMATED RESULTS	0.35	-6 905 110.54	-6 905 110.19

Item 13: Date and Certificate

DATED: November 4, 2020

This offering memorandum does not contain a misrepresentation.

A handwritten signature in black ink, appearing to read "Claes Fredriksson". The signature is written in a cursive style with a prominent initial "C".

Claes Fredriksson, CEO

TITLE	LW CommunityTWO AB Offering Memorandum
FILE NAME	Offering Me... - Copy.pdf and 5 others
DOCUMENT ID	227d243819ddb8367895ebc3c55cf5fa61e0749b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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11 / 04 / 2020

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 (claes@liquidwind.se) from agreements@frontfundr.com
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11 / 05 / 2020

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SIGNED

11 / 05 / 2020

03:12:45 UTC-8

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COMPLETED

11 / 05 / 2020

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