

Form 45-501F8
LSVCC Securities Offering Disclosure (Saskatchewan)

Item 1 Term Sheet

State the following at the top of the term sheet in bold italics and fill in the following table:

Employment or continued employment is not conditional upon Employees buying LSVCC securities.

Employees should consult with a professional adviser before deciding to buy LSVCC securities.

Corporate Information	
Name of LSVCC:	
Name of operating company:	
Details of the offering	
Type of LSVCC securities being sold:	
Price of LSVCC securities being sold:	
Who can purchase LSVCC securities:	
Conditions to close the offering of LSVCC securities if any:	
Minimum subscription to close the offering of LSVCC securities if any:	
Maximum investment amount per Employee if any:	
Minimum investment amount per Employee if any:	
When can the investment be made:	
Who is selling LSVCC securities:	
Are there any incentives to buy LSVCC securities, if so provide details (ex. loans, payroll deductions, etc):	
Use of proceeds	
How will the LSVCC use of money it raises from the offering its securities:	
Costs of offering:	
Reserved for administration costs and/or redemption of LSVCC securities:	
Other:	
Balance to purchase securities of the operating company:	

Item 2 Risk factors

[Delete or change any of the following risk factors that are not applicable to the offering. Detail any other risks relevant to the offering that are not addressed in the suggested risk factors

below. These might include risks specific to the operating company, risks specific to the industry the operating company is in, the fact that additional regulatory approvals are required, etc.]

Potential investors should consider the following risks before deciding to buy securities under this offering:

1. These securities are highly speculative in nature. An investment is appropriate only for investors who are prepared to have their money invested for a long period of time and with the capacity to absorb a loss of some or all of their investment.
2. There is no public market for the securities nor is one expected to develop. Therefore investors may find it very difficult to sell their securities.
3. There are restrictions on the resale of these securities and they will be very difficult to sell.
4. The operating company may not achieve a level of profitability to permit distributions to investors through the LSVCC. Investors should not count on regular or any returns from these securities.
5. Investors may not be able to redeem their securities as set out in the articles of incorporation of the LSVCC if they die, terminate employment with the operating company or at the end of the hold period imposed by LSVCC legislation, because the LSVCC may not have the funds to pay for a redemption of their securities.
6. Tax laws frequently change. There is no guarantee that the tax rules and the LSVCC legislation allowing for tax credits in force at the date of purchase will remain in force throughout the life of the LSVCC.
7. The investment in the operating company may become ineligible under the LSVCC legislation. This will result in a recapture of tax credits from the LSVCC by the Governments of Saskatchewan and Canada. This may affect the viability of the LSVCC.
8. In addition to the tax benefits of investing in these securities prospective investors should fully assess the investment merits of the securities.
9. Investors in these securities will become security holders of the LSVCC, and as such, will not have direct say in the management of the operating company. If the LSVCC is not purchasing voting securities of the operating company, investors may not have any say in the management of the operating company.
10. Investors who deposit the securities in a self-directed RRSP should not depend on selling the securities to fund their retirement.

Item 3 Purchaser's rights of action

[Include language providing details of a purchaser's rights under section 122 of the Act, an example of which is set out below.]

Statutory rights of action

A purchaser is given certain statutory rights under the Act. Those rights are contained in section 122 and provide for a right of action for rescission or for damages where a prescribed disclosure document contains a misrepresentation.

A purchaser should refer to the provisions of the Act for the particulars of these rights or consult with a lawyer.

These statutory rights given by the Act are in addition to and without derogation from any other right or remedy which a purchaser might have at law.

Time limitations

Statutory rights of action and the contractual right of action must be exercised within certain time periods. Those time periods are:

- (1) An action for rescission must be started within six months after the transaction that gave rise to the right of action;
- (2) In the case of any other action, the action must be started by the earlier of:
 - (i) six months after the day on which the purchaser first had knowledge of the facts giving rise to the action; or
 - (ii) three years after the transaction that gave rise to the cause of action.