Equity Protection

Investors in this Issuer (a “Covered Issuer,” and collectively with other Issuer Entities that offer Equity Protection during the Policy Period, the “Covered Issuers”) shall be subject to Equity Protection pursuant to which the Covered Issuer seeks to procure that the investor shall receive a specified amount equal to the original principal he/she/it provided, less other amounts received by the individual investor during the course of the investment in the specific Covered Issuer even in the event the underlying project is not profitable or records a loss.

The Equity Protection shall work as follows:

- Iintoo epiic GP has entered into a policy (the “Policy”) with Insurer which will provide Equity Protection to iintoo epiic GP, acting on behalf of Covered Issuers sponsored by iintoo epiic GP, whose closings occur from October 12, 2018 to the earlier of (i) 11:59 P.M. on October 11, 2019; (ii) the point at which the aggregate amount of Covered Projects Amounts reaches $148,000,000 (the “Policy Period”) or (iii) such date as agreed upon by Insurer and iintoo epiic GP unless the Policy is terminated pursuant to conditions therein.

- Iintoo epiic GP is purchasing the Policy and is the “insured party” thereunder with each Covered Issuer being listed as a loss payee thereunder, in the event of a loss. A “Covered Project Amount” means all of the monies raised by a Covered Issuer (including fees) for the relevant “Covered Project” as of the closing date of that investment by the Covered Issuer for such Covered Project. An “Covered Project” shall be an Eligible Project that (i) is financed by an Issuer Entity (which is in turn funded by investors) for which iintoo epiic GP has submitted to Insurer the documentation required under the Policy on the Closing Date, (ii) that has a Closing Date during the Policy Period, and (iii) all relevant transaction documents have been properly executed within their required timeframes. An “Eligible Project” under the Policy shall be a project that conforms to the standards set out and agreed in the Policy. Any investment that is not “Eligible Project” will not be covered.

  As a condition of the Policy, at the closing of each Covered Project, a non-refundable premium, will be paid to Insurer on behalf of the Covered Issuer in respect of the Covered Project, from the funds raised in the particular Offering.

- The investors in each Covered Issuer shall, to the extent the necessary results are achieved, automatically be entitled to a return of their principal investment in the Covered Issuer (collectively, the Covered Issuer's aggregate equity raise) plus up to a 7% yield annually during the course initial term of the project owned by the Covered Issuer. Any excess yields earned in a project of an Covered Project by a Covered Issuer, defined as any dollar amounts above that Covered Issuer's aggregate equity raise for such project (including fees) plus 7% annually ("Excess Yield Amounts"), will be placed by iintoo epiic GP in a retention account ("Retention Account") at a bank account outside the United States established and managed by either a third party escrow agent or a captive insurance company (itself either formed or rented by iintoo epiic GP) and aggregated with other Excess Yield Amounts, if any, from other Covered Issuers holding Covered Projects from the same Policy Period.

  Funds from the Retention Account shall be used by iintoo epiic GP to pay for any losses suffered by Covered Issuers with the object, which is not guaranteed, that each of their individual investors should not have a loss on his/her/its principal investment.

- As previously mentioned, iintoo epiic GP shall deduct its Success Fee from, to the extent realized, the proceeds remaining in the Retention Account after all losses for Covered Issuers who received Equity Protection under the Policy have been paid. For a specific Covered Issuer, the Success Fee to iintoo epiic GP shall equal up to 20% of the aggregate dollar sum in the Retention Account attributable to that Covered Issuer of which 80% shall be equal to the aggregate dollar amount of the 7% annual yield previously paid for that Covered Issuer, namely every dollar above the 7% annual yield until an annual yield of 8.75% is reached. To the extent applicable, on every dollar remaining above the aforementioned, the Success Fee shall equal 30% of the remaining sum in the Retention Account attributable to the Covered Issuer on a pro rata basis (collectively, the "Success Fee"). The balance (70% of the remaining sum) will be distributed back to the Covered Issuers (and then be distributable on to the individual investors) on a pro rata basis by the date of the exit of the last Covered Issuer in the cohort under the Policy. It is possible that some or all of the Success Fee and/or the additional distributions to the Covered Issuers will be released even prior to all other Covered Issuers under the Policy having reached their Monetization Dates which is defined as the earlier of (i) the date such Covered Project is sold in an arm's length transaction to a third party unrelated to the developer and any of its affiliates or iintoo epiic GP, and any of their affiliates and such money is received by the Covered Issuer, (ii) the date the developer or any affiliate purchases such Covered Project if such purchase is for an amount that would not cause a Loss and such money is received by the Covered Issuer, (iii) the date such Covered Project is sold to any party with the prior written approval of the Insurer and such money is received by the Covered Issuer, (iv) the date that is seven (7) years from the closing date of such Covered Project if there has been no occurrence of a sale as per (i), (ii) or (iii) above prior to such date, or (v) with the prior written agreement of Insurer, such later date as may be requested by iintoo epiic GP and agreed to by the Insurer in writing and there has been no occurrence of a sale as per (i), (ii) or (iii) above prior to such date; provided enough funds are left in the Retention Account to cover the potential losses of those outstanding Covered Issuers.

- In the event of a loss on an Covered Project for a Covered Issuer that exceeds the amounts in the Retention Account, iintoo epiic GP shall be permitted under the Policy to make a claim to receive reimbursement from the Policy to fund such Covered Issuer's loss (with the latter as the loss payee under the Policy), with the object that each of its individual investors shall receive the return of the principal amount that they invested in the Covered Issuer. The Retention Account must be applied in full, to the extent thereof, to cover losses before iintoo epiic GP may make a claim under the Policy for a reimbursement to cover any losses. In addition, should a reimbursement be paid under the Policy, any Excess Yield Amount subsequently generated by Covered Issuers subject to such Policy will be paid to Insurer rather than to the Retention Account until an amount equal to the such reimbursement previously paid by Insurer is reached.

- Covered Issuers that have claimed losses earlier will be entitled to receive reimbursement for such losses in full (to the extent possible) pursuant to the Equity Protection prior to those that claimed losses later, on a “first come, first serve” basis. Please see ***“Risk Factors—Risks Related to the Equity Protection”*** above. All payments to individual investors in Covered Issuers for losses will be made within 30 days of receipt of such proceeds (either from the Retention Account and/or the Policy) by such Covered Issuer.

- The Policy shall have an aggregate maximum amount equal to the lesser of: (a) the amount that is twenty seven percent (27%) of the total amount of Covered Project Amounts whose Closing Date is during the Policy Period; or (b) the amount that is twenty-seven percent (27%) of the Maximum Amount of Covered Projects ($150,000,000), and no one Covered Issuer can raise more than $5 million for a specific offering. Additional restrictions include, but are not limited to, that the location of the project where the Covered Issuer is investing must be in the U.S., UK, Spain, the Netherlands or Israel; that, as of the closing, the projected exit date (not including potential extensions) for the Covered Issuer in the project is no later than 36 months from closing; and that each project in which a Covered Issuer invests shall have full insurance for both the construction and operational phases as appropriate. This insurance must be written by an insurer that is rated "A-" or better by AM Best or S&P.

- For any Covered Project, Insurer shall have the right at any time that the sale of the project would result in a loss to require iintoo epiic GP to invoke any rights it may have to defer the sale of the project, provided that such deferral cannot be to a date that is more than 7 years from closing date and such deferral cannot cause a default on any debt that is secured by the property.

- Insurer has the right under the Policy, by giving at least 6 months prior notice, to stop covering new Eligible Projects or to non-renew the Policy as of any Policy anniversary date. Under certain extreme or special circumstances, as provided under the Policy, Insurer may elect to exercise either such right by giving 3 business days prior notice.

- Pursuant to a separate agreement with an affiliate of the Insurer by the name of Everest Reinsurance Holdings, Inc. ("ERH"), the latter purchased from iintoo Investments Ltd. (the holding company of iintoo epiic GP) 454 Ordinary A Shares of iintoo Investments Ltd. and, concurrently with such purchase, was granted warrants giving ERH the right, for a finite period from the inception date of the first Policy, to purchase up to 944 Ordinary A Shares of the said company upon and subject to the terms and conditions set out in the Policy and the Warrant. Pursuant to its anti-dilution rights, ERH was subsequently issued an additional 15 Ordinary A Shares on November 12, 2018.

- This summary of the Equity Protection is not exhaustive and is qualified in its entirety by the more detailed information as appearing elsewhere in this Memorandum and the relevant Supplement, Limited Partnership Agreement and Subscription Agreement relating to the Issuer in which you choose to invest.

For more information, please see ***"Risk Factors—Risks Related to the Equity Protection"*** above. The Equity Protection is a clearly defined objective of iintoo epiic GP, but the return of the Covered Project Amount which it aims for is by no means guaranteed.