



TERM SHEET

This non-binding Term Sheet summarizes the principal terms of the offering by Emmis Capital II, LLC, a Delaware limited liability company (the “Company”) of certain securities, as described herein.

Offering Amount(s)	Up to \$10,000,000, and a minimum amount per investor of \$50,000 as a closed-end offering (the “Offering”).
Type of Securities	The Offering shall be conducted using a subscription agreement. Investors will receive units of interest in the offering (“Units”) with each unit being equal to \$1,000.
Business Description	The Company is in the business of investing in investments in pre- IPO, IPO and PIPE and/or bridge financing (as defined below) for IPOs and up-listings of companies to senior exchanges by providing financing to emerging growth companies and companies globally seeking access to the public markets. It is expected that investments will have an average time to maturity of less than a year.
Quarterly Dividend	The Company will pay investors a quarterly dividend of 3% (12% Annualized).
Structure of Offering	The Offering will be structured as a Limited Partnership, seeking to raise \$10 million of Gross Proceeds raised in the offering, less expenses (please see “Use of Proceeds” below). The expected life of the offering is through December 31, 2027, but may be shortened by a liquidity event or lengthened by an affirmative vote of the partnership. Investor capital contributions will be subject to a 24-month lockup period, with a right to withdrawal thereafter upon 30 days written notice beginning upon the date which the Manager is in receipt of such notice, though the Manager, in his sole discretion, may extend any withdrawal period to ninety (90) days.
General Partner	Grandview Capital Partners, Inc. will act as the general partner of the partnership and will be responsible for all material aspects of the control and investment strategy of the Partnership. Grandview Capital Partners, Inc. will receive a 2% annual management fee, calculated as a percentage of total assets under management.

The Performance Allocation payable to the Manager shall be twenty (20%) percent of the net increase in members equity until such time as Members total returns (hereinafter “Total Returns”) exceed 30% (hereinafter, the “Hurdle Rate”), at which time the Performance Allocation payable to the Manager shall increase to 50% as related to the Total Returns in excess of the Hurdle rate. Total Returns shall be defined as dividends and any other

distributions plus net increase in members equity divided by the Members Net Asset Value.

In order to better align the interests of the Company and the Limited Partners, Grandview Capital Partners, Inc or its affiliates will contribute to the fund a minimum amount of \$250,000 of the capital raised by the fund and will be granted units in the partnership with the same rights and interests as those of the limited partners.

Use of proceeds

The proceeds from the offering will be used for (but not limited to) the following: (i) investing in pre-IPO financings, (ii) investing in IPO financings (iii) investing in Uplisting financings; (iv) investing in PIPE financings (v) as well as equity marketing, and bridge financing for IPOs.

Investment Committee

Peter Goldstein
David Lowenstein

Definitive Agreements

The Offering shall be made pursuant to a subscription agreement and/or any further agreements and instruments recommended by the Company's counsel.

Brokerage Services

In connection with the Offering, the Company has or will engage certain broker dealers to assist the Company in its sales efforts. A broker dealer may receive (i) a fee to act as the Company's broker dealer of record and (ii) sales commissions and/or placement fees based on capital contributed by investors (collectively, "Fees and Commissions"). In addition, the Company will incur certain crowdfunding expenses ("Crowdfunding Expenses") related to the Offering. The Company does not anticipate that Fees and Commissions and Crowdfunding Expenses will exceed ten percent (10%) of the capital contributed by investors. The Company has also engaged the services of an escrow agent, as well as technology, content, administrative and marketing services, which in the aggregate are expected to be approximately \$50,000.

Counsel and Expenses

Company's counsel to draft all the relevant documents. Each party to be responsible for their own expenses.

Confidentiality

The Investor and the Company shall not disclose any information about the Offering to outside parties other than their respective employees, approved legal and other relevant advisors and as may be required by law in connection with any legal, stock exchange or regulatory proceeding and any other disclosure will require written consent from both the Subscriber and the Company.

Governing Law

State of Florida, United States.

Binding Provisions

Notwithstanding the non-binding nature of this Term Sheet, as described above, the following provisions hereof are legally binding on the parties hereto and shall be enforceable as such: “Confidentiality,” and “Governing Law.”