

WE SUPPORT



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High Net Worth Company, Partnership,  
Unincorporated Associations and  
High-Value Trust Application Form  
MONTHLY AND BIANNUAL RETURNS



V2.3\_20122023

The content of this Application Form has not been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000. Reliance on this promotion for the purposes of engaging in any investment activity may expose an individual to significant risk of losing all of the property or other assets invested or of incurring additional liability.

This document is exempt from the general restriction in section 21 of the Financial Services and Markets Act 2000 on the communication of invitations or inducements to engage in investment activity on the ground that it is made only to, only directed at (and only available to and no other type of person should act upon it):

- 1 1. a high net worth company as set out in Article 49(2)(a) FPO, namely a body corporate which has, or a member of the same group as an undertaking which has, a called up share capital or net assets of not less than:
  - a £500,000 (subject to the body corporate having more than 20 members or is a subsidiary undertaking of an undertaking with more than 20 members); or
  - b otherwise, £5million.
- 2 Any high net worth unincorporated association or partnership, as set out in Article 49(2)(b) FPO, which has net assets of not less than £5 million; and,
- 3 Any trustee of a high value trust as set out in Article 49(2)(c) FPO, and where a high value trust is defined in Article 49(6) FPO, as a trust where the aggregate value of the cash and investments which form part of the trust's assets (before deducting the amount of its liabilities)—
  - a is £10 million or more; or
  - b has been £10 million or more at anytime during the year immediately preceding the date on which this communication, including the Information Memorandum, was first made or directed.
- 4 Any person ("A"), as set out in Article 49(2)(d) of FPO, whilst acting in the capacity of director, officer or employee of a person ("B") falling within any of paragraphs (1) to (2) where A's responsibilities, when acting in that capacity, involve him in B's engaging in investment activity.

The content of this communication has not been approved by an authorised person and such approval is, unless one of the above or another exemption applies, required by section 21 of the Financial Services and Markets Act 2000. Any person who is in any doubt about the investment to which this communication relates should consult an authorised person specialising in advising on investments of the kind in question.

## Terms and Conditions of Application

You as an investor are applying to subscribe for secured, non-transferable Loan Notes issued by 79th Luxury Living Five Limited, company number 14254854 (the "Company"). You are making your application ("Application"), based on the information set out in the Information Memorandum, the Company (the "IM"), which sets out important information about the Company's offer of Fixed Income Loan Note (the "Loan Notes") constituted by an instrument (the "Instrument"). The IM and the Instrument are available from [investments@the79thgroup.co.uk](mailto:investments@the79thgroup.co.uk) or in hard copy during normal business hours on any weekday (public holidays excepted) at the registered office of the Company whilst the Offer remains open. Your Application is subject to the following terms and conditions. Capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the IM.

1. You will have completed all of the Company's registration requirements and all other requirements for making an Application on or before the close of the Offer, which will include:
  - Any tests, certifications, or declarations as required by the Company or its advisers, from time to time; and/or
  - You will be subscribing for Loan Notes for the term and at the interest rate set out in your Application.
2. Payments are only to be made via direct bank transfer in order to subscribe for any Loan Notes. Bank details for your fund transfer will be provided to you following successful completion of our Anti-Money Laundering process.
3. All Applications are made, and Loan Notes issued, strictly in accordance with the IM, including these terms and conditions, as well as the provisions of the Loan Note Instrument constituted by the Company setting out the legal terms on which the Loan Notes will be issued. Each Loan Note is issued on condition that you (and any person claiming through or under you): are taken to have notice of the Loan Note Instrument and Fixed first charge over the Company securing the Loan Notes in favour of the Security Trustee and which has been filed with Company's House ("Debenture"); consent to the appointment of the Security Trustee pursuant to the terms of the Debenture; and consent to be bound by the terms of the Loan Note Instrument (including all restrictions and limitations specified in and/or arising under or pursuant to the Loan Note Instrument). The Loan Note Instrument and the Security Trust Deed are available from [info@the79thgroup.co.uk](mailto:info@the79thgroup.co.uk) or in hard copy during normal business hours on any weekday (public holidays excepted) at the registered office of the Company whilst the Offer remains open. If the Loan Note Instrument is inconsistent with these terms and conditions and/or the Security Trust Deed, then the Loan Note Instrument shall prevail. The Loan Note Instrument and the Security Trust Deed are governed by and shall be construed in accordance with English law.
4. Investors will not be able to cancel an application for Loan Notes once they have signed the application form and transferred funds.
5. The Company has granted security to the Investors via the Security Trustee and in the event that the Company is unable to make a payment of principal or Interest on a Repayment Date or Interest Payment Date in accordance with the payment instructions provided by an Investor, that Investor will have a period of twelve years from the relevant Repayment Date or Interest Payment Date to make a claim for the principal or Interest due.
6. The Company is subject to restrictive and positive covenants with Loan Note holders and the Security Trustee in accordance with the terms of the Loan Note Instrument and the Security Trust Deed respectively. The Loan Notes will be secured by way of a Debenture over the Company.

7. In making your Application, you acknowledge and confirm:
- a. That you are not relying on any information given or any representations, warranties, agreements or undertakings (express or implied, written or oral) or statements made at any time by the Company or any other third party whether acting on their behalf or otherwise, in relation to the Company or any group entity other than as contained in the IM (including these Terms and Conditions), the Loan Note Instrument, the Security Trust Deed and that, accordingly, neither the Company nor any directors, officers, agents, employees or advisers of the Company, or any such entity or any person acting on its behalf shall have any responsibility for any such information, representations, warranties, agreements or undertakings (express or implied, written or oral);
  - b. You are not relying on the Company or any of its named advisers to advise you as to the merits of investing in any series or permutation of the Loan Notes or to ensure that the Loan Notes are a suitable investment for you;
  - c. You have read and understood the IM, including these terms and conditions and the risk factors set out on pages 9 to 12, the summaries of the Loan Note Instrument, the Debenture and the Security Trust Deed contained in the IM. Without limiting the preceding sentence, you understand and accept that:
    - i. That you understand that the Loan Notes do not give you any right or option to convert them to shares or other securities;
    - ii. That there may be tax consequences for you in investing in Loan Notes (and these may include deduction of withholding tax). General information as to tax for UK individual investors as well as certain other types of investors is set out at page 12 of the IM. You should consider your own personal tax position and take professional advice as appropriate; and
    - iii. You are either an individual who is 18 years old or more at the date of making your Application and who is not resident in the USA ("US Person") or you are the authorised representative(s) of a non-natural person, including a limited company, a limited liability partnership, trust or foundation that is not registered in the USA;
  - d. Your making of the Application, being issued with Loan Notes and/or receiving any payments under the Loan Notes, does not contravene any law or requirement of any official or government body based outside the UK to which you are subject. Without limiting any other terms and conditions, you acknowledge and confirm that you are not a US Person, are not receiving Loan Notes in the United States and are not acquiring Loan Notes for the account of a US Person;
  - e. You are aware that it is open to you to seek advice from someone who specialises in advising on investments;
  - f. Unless the Company expressly agrees otherwise, any third-party adviser or intermediary is not entitled to be paid any commission in relation to your Application. If the Company does agree otherwise, it will set out details of the commission which it has been agreed will be paid in advance of you making an investment, either in writing or on its website, and such commission will be paid by the Company;
  - g. You acknowledge that the Company may, in its absolute discretion, reject in whole or in part or scale down your Application and may, if necessary, return monies to you by cheque to the postal address specified in your Application;
  - h. You are not engaged in money laundering. No money paid in subscription for Loan Notes shall represent the proceeds of any criminal activity;
  - i. Unless you have disclosed to us that you are applying on another person's behalf (for example, as an intermediary who has disclosed its client's identity) you must make your Application on your own behalf and for no other person. You should note that under the Loan Note Instrument, Loan Notes may be held by a single holder or jointly with any other person (subject to that person meeting the requirements set out in paragraph 1 above); and
  - j. The Company, its directors, employees, agents and advisers will rely upon the truth and accuracy of the confirmations, acknowledgements and representations contained in your Application.

## Money Laundering

8. It is also a term of your Application that, to ensure compliance with the legislation relating to money laundering and financial crime, the Company and its advisers may, in their absolute discretion, require information and/or evidence or further verification of your identity and source of funds and/or wealth. The Issuer may decide not to issue Loan Notes until it is, or they are, absolutely satisfied as to your identity and source of funds and/or wealth. In the event of a change of circumstances, we may at any time apply further due diligence measures and require further information relating to any and all of the following: (i) your identity; (ii) the source of your funds; (iii) the source of your wealth; and (iv) any other information we may reasonably require for the purposes of customer due diligence. If within a reasonable time after a request for the information or evidence, the information or evidence required has not been supplied, the Issuer may, at its absolute discretion, terminate your Application in which event no Loan Notes will be issued to you.

## Third Party Rights

9. Any member of the Company's group, any directors, officers, LLP members, agents, employees or advisers of the Company or any such group entity or any person acting on behalf of any of them may rely upon a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions that refers to an acknowledgement, confirmation, authority or right in their favour. No other person shall have a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions. Notwithstanding any term of these terms and conditions, the consent of any person who is not a party is not required to rescind or vary these terms and conditions.

## Jurisdiction

10. The making of Applications, acceptances of Applications, the issue of Loan Notes to Investors and any resulting contracts in relation to the Loan Notes will be governed by and construed in accordance with English law and you and the Issuer submit to the exclusive jurisdiction of the relevant courts of the United Kingdom in relation to any disputes, as to the making or acceptance of Applications and in relation to any resulting contracts.

## Certificates

11. Once your application has been accepted, the Company will issue confirmation via its website or by other means of communication specified in your application. Loan Note holders will be issued a form of certificate documenting their legal entitlement to the Loan Notes. The Company is not bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Loan Notes may be subject. If any of the Loan Notes are due to be redeemed under any of the provisions of the Loan Note Instrument, the Loan Note holder shall, if requested by the Company or its advisers, provide up to date account details and, upon such delivery, the Company shall pay the relevant redemption amount to the Loan Note holder and the relevant certificate shall be cancelled.

## Instructions for Completing the Application

### Important Note

This Application Form incorporates by reference the Information Memorandum ("IM") published by 79th Luxury Living Five Limited, a limited company registered in England and Wales with registered number 14254854 whose registered office is at Southport Business Park, Wight Moss Way, Southport, Merseyside, PR8 4HQ, United Kingdom (the "Company") in connection with the issue of up to £60,000,000 of Fixed Rate Loan Notes ("Loan Notes") constituted by an instrument dated 24 August 2022 (the "Instrument"). Unless otherwise stated or as the context shall otherwise require, defined terms and expressions used in this Application Form have the meanings ascribed to them in the IM.

## Before You Invest

Before completing this Application Form, you should carefully review and understand the IM and the Instrument. Remember that the proposal is NOT suitable for everyone, the information in the offer documents does NOT constitute tax, legal or investment advice and you should seek your own independent advice. This Offer set out in the Information Memorandum and this Application Form is exclusively directed at and only available to persons who are:

- A company which meets the requirements of Article 49(2)(a) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 ("FPO").
- A trust which meets the requirements of Article 49(2)(c) and (6) of FPO.
- Any unincorporated association or partnership which has net assets of not less than £5mln, as set out in Article 49(2)(b) of FPO.
- Any person ("A"), whilst acting in the capacity of director, officer or employee of a person ("B") falling within any of the three points above, where A's responsibilities, when acting in that capacity, involve him in B's engaging in investment activity (per Article 49(2)(d) of FPO).

Persons of any other description or type should not act upon it.

## Minimum Investment

For Series A, the minimum investment is £10,000 for a 12 month term and thereafter in multiples of £1,000. For Series B, the minimum investment is £25,000 for a 12 month term and thereafter in multiples of £1,000. For Series C, the minimum investment is £10,000 for a 24 month term and thereafter in multiples of £1,000. For Series D, the minimum investment is £25,000 for a 24 month term and thereafter in multiples of £1,000.

## Instructions for Completing the Application Form

Before completing this Application Form, please carefully review the IM paying particular attention to the section headed "Risk Factors". Then follow the steps listed 1 – 5 below.

1. Please complete the Application Form in type or use block capitals (save for your signature) in black/blue permanent ink and sign any changes you make. Do not erase any text or use whiteout.
2. Read the acknowledgements and representations in the Application Form. If you have any queries, please contact [investments@the79thgroup.co.uk](mailto:investments@the79thgroup.co.uk).
3. Execute and date the Application Form.
4. Please arrange for a witness to counter sign the Application Form. The witness should be a registered individual, such as an accountant, bank personnel or solicitor.
5. Please email your completed application form to [investments@the79thgroup.co.uk](mailto:investments@the79thgroup.co.uk). Keep a copy of the completed Application Form for your records.

**Once your application has been processed along with the relevant anti money laundering checks completed, you will be contacted with further payment instructions.**

**The Company may decide, in its absolute discretion, to accept or reject the Application Form and will notify you of its decision.**

# Company Details

Company Name:

Registered Office Address:

Postcode:

Correspondence Address:

Postcode:

Country of Incorporation:

Website:

Is the company liable to pay UK Corporation Tax?

Yes

No

Have you included a copy of the company's trade license/certificate of incorporation?

Yes

No

Have you included a company bank statement with proof of address details dated within the past 3 months?

Yes

No

Primary Contact:

Job Title:

Email:

Mobile Number:

Landline Number:

STEP

2

STEP 2

# Application to Invest in the Loan Notes To Be Issued By the Company

I hereby apply to invest the following amount in the Company for the issue of:

Series A 12 month term, interest paid monthly  
**12% Loan Note**  
(£10,000 minimum investment)

Series B 12 month term, interest paid bi-annually  
**15% Loan Note**  
(£25,000 minimum investment)

Series C 24 month term, interest paid monthly  
**30% Loan Note**  
(£10,000 minimum investment)

Series D 24 month term, interest paid bi-annually  
**35% Loan Note**  
(£25,000 minimum investment)

Please tick the preferred currency for payment:

 **GBP**  
British Pound

 **USD**  
United States Dollar

 **EUR**  
European Euro

**Other**  
(Refer to accepted currencies below)

Please specify

(Interest and capital repayments will be returned in this currency)



Amount in Words:

Amount in Figures:

(Investment in all the above currencies must be equal to or greater than the minimum investment)

## Source of Funds

'Source of funds' refers to the origin of the funds to be invested. It refers to the activity that generated the funds, as well as the account used to make the payment. For example, funds from sale proceeds, transferred from a company's business account in the UK.

Please state the source of the funds below:

## Current Location of Funds

Please state the location of funds to be transferred:

**Bank:**

**Country:**

I hereby confirm the source of funds used to invest is legitimate and from entirely legitimate sources.

## Verification of Source of Funds

The Company reserves the right to request further due diligence documentation in support of the stated source of funds.

## Source of Wealth

'Source of wealth' describes how a customer acquired their total wealth. For example, returns on investment or capital growth.

Please state the source of wealth below:

## Verification of Source of Wealth

For High Net Worth Companies, we require a copy of the following:

1. VAT returns for the past 4 VAT periods;
2. Copies of audited accounts for previous tax period; and
3. Copies of any other accounts lodged with Companies House.

For High Value Trusts, we require a copy of the following:

1. Trust's most recent tax return; and
2. Trustee's most recent annual report.

The Company reserves the right to request further due diligence documentation in support of the stated source of wealth.

## Company Bank Details

Your investment must be received from the bank detailed below. If you are making alternative arrangements, please contact us.

**Bank Name:**

**Bank Address:**

**Account Holder's Name:**

**Account Number:**

**IBAN Number:**

**Swift Code/BIC Code:**

**Sort Code:**

**Currency:**



### Important Information

Your bank account details will be held securely and are purely for the payment of your interest. If your application is in a Company name, kindly ensure your account is in the same Company name.

## Details of Authorised Signatory

Title:

Forename(s):

Surname:

Current Address:

Postcode:

Previous Address:

(If you have been at your current address for less than 3 years)

Postcode:

Mobile Number:

Home Number:

Email Address:

Date of Birth:

## Acknowledgements and Representations

- A. I confirm that I am 18 years of age or older, and I personally possess sufficient knowledge and experience in financial and business matters, including experience with investments of a similar nature to that of the Lusso Tesoro Holdings Limited Fixed Income Loan Note. I confirm that I am capable of evaluating the merits and risks of an investment in the company. I acknowledge that the company is not providing advice on this investment and I confirm that I have taken such independent advice (including from a financial intermediary) that I deem necessary or desirable.
- B. I confirm that I have read and understood the Information Memorandum (and in particular the section headed Risk Factors on pages 9 to 12) and the terms and conditions of application for the Instrument set out therein. I confirm that, in making my application, I am relying solely on the information contained in the Information Memorandum, the Instrument and the Security Trust Deed and my own enquiries, and not on any information or representation in relation to the proposal.
- C. I agree and undertake, if my application is accepted, to observe, perform and be bound by the terms and conditions set out in the Information Memorandum, the Instrument and the Security Trust Deed.
- D. I confirm that I wish to invest on the basis of an assessment that I have sufficient experience and knowledge to make my own investment decisions and that I understand the risks involved in relation to the Company. I am aware that investor compensation may not be open to me if I lose money I invest in the Company. I confirm that I have read and understood the Important Notice on page 1 of the Information Memorandum and that I understand the risks involved in making an investment in the Company.
- E. I acknowledge that this Application Form is not transferable or assignable.
- F. I confirm my agreement that this Application Form be governed by and construed in accordance with the laws of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Application Form and, for such purposes, I irrevocably submit to the jurisdiction of such courts. In addition, I irrevocably waive any objection which I might now or hereafter have to the courts of England and Wales being nominated as the forum to hear and determine any such suit, action or proceedings and to settle any such disputes, and agree not to claim that any such court is not a convenient or appropriate forum.
- G. I agree that the foregoing representations, warranties, agreements and acknowledgements shall survive the date of my investment in the Company and this Application Form shall be binding upon and inure to the benefit of all parties and their successors and permitted assignees.
- H. I agree that any term or provision of this Application Form which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Application Form or affecting the validity or enforceability of any of the terms or provisions of this Application Form in any other jurisdiction.
- I. I undertake to notify the Company immediately if there are ever any relevant circumstances of which the Company should be aware in relation to my classification as a company which meets the requirements of Article 49(2) FPO, high value unincorporated association or partnership as set out in Article 49(2)(b) of FPO, a trustee of a trust as set out in Article 49(2)(c) FPO which meets the requirements of Article 49(6) FPO, or a director, officer or an employee of any of the above in accordance with Article 49(2)(d) FPO or the appropriateness or suitability of the investment for me.

This Application Form is executed and delivered as a deed on the date mentioned below:

**Name (please print):**

**Investor Signature:**

**Witness Name (please print):**

**Witness Signature:**

**Witness Profession:**

**Witness Address:**

**Postcode:**

# Anti-Money Laundering Due Diligence

## High Net Worth Companies, Unincorporated Associations and Partnerships and Directors/Officers.

We are required under the Money Laundering Regulations to verify the identity of all investors in the Company. We therefore require the provision of the following information.

Please provide the following information:

- full name;
- registered number;
- registered office in country of incorporation;
- principal business address (if different from the registered office);
- the law to which the entity is subject;
- names of its directors and the senior persons responsible for its operations; and
- a copy of its constitution (whether set out in its articles of association or other governing documents).

Additionally, for private and unlisted companies, please provide:

- names of individuals or entities who own or control over 25% of its shares or voting rights; and
- names of any individual(s) who otherwise exercise control over the management of the company.

## High Value Trusts

Please provide the following information:

- name of the settlor;
- full name of the trust;
- nature, purpose and objects of the trust (e.g., discretionary, testamentary, bare);
- country of establishment;
- names of all trustees;
- names of any beneficiaries, where specified or, where not, a description of the class of beneficiaries);
- name of any protector or controller; and
- a copy of the trust instrument.

All information and documentation should be provided as an enclosure to this form.

The Company reserves the right to request further due diligence documentation in support of the identity of the High Net Worth Company and/or High Value Trust, and/or high value unincorporated association, and/or high value partnership, and associated individuals or entities.



### Important Information

1. ALL AML DUE DILIGENCE DOCUMENTATION SHOULD BE CERTIFIED OR SIGNED BY A WITNESS FOR COMPLIANCE PURPOSES. THE WITNESS SHOULD BE A REGISTERED INDIVIDUAL SUCH AS AN ACCOUNTANT, BANK PERSONNEL OR SOLICITOR/LAWYER.
2. FOR JOINT APPLICATIONS DOCUMENTS MUST BE PROVIDED FOR BOTH PARTIES.
3. WE DO NOT ACCEPT FUNDS FROM THE FOLLOWING COUNTRIES; AFGHANISTAN, BOTSWANA, DEMOCRATIC REPUBLIC OF THE CONGO, HAITI, IRAQ, IRAN, JAMAICA, LIBERIA, LIBYA, LEBANON, MYANMAR, NORTH KOREA, NICARAGUA, PANAMA, SYRIA, SOUTH SUDAN, SUDAN, YEMEN.
4. WE RESERVE THE RIGHT TO REQUEST FURTHER DUE DILIGENCE DOCUMENTATION.

# Confirmation of Investor Status

## Declaration

I reconfirm that I am duly authorised by the Investor to make the below statement.

I make this statement so that I and the Investor can receive communications which are exempt from the restrictions on financial promotions.

The exemption relates to High Net Worth Companies, Unincorporated Associations and Partnerships, the directors, officers and employees of the aforementioned and High Value Trusts, in accordance with Article 49(2)(a), 49(2)(b), 49(2)(c) and 49(2)(d) and (6) FPO.

Accordingly, I reconfirm that the Investor is:

1. a High Net Worth Company, per Article 49(2)(a) FPO, and is body corporate which has, or a member of the same group as an undertaking which has, a called up share capital or net assets of not less than:
  - a. £500,000 (subject to the body corporate having more than 20 members or is a subsidiary undertaking of an undertaking with more than 20 members); or
  - b. otherwise, £5million;
2. any high value unincorporated association or partnership, per Article 49(2)(b) FPO, which has net assets of not less than £5 million;
3. A trustee, per Article 49(2)(c) of FPO of a High Value Trust, per Article 49(6) of FPO, as the aggregate value of the cash and investments which form part of the trust's assets (before deducting the amount of its liabilities):
  - a. is £10 million or more; or
  - b. has been £10 million or more at anytime during the year immediately preceding the date on which this communication, including the Information Memorandum, was first made or directed;
4. any person ("A"), per Article 49(2)(d) of FPO, whilst acting in the capacity of director, officer or employee of a person ("B") falling within any of paragraphs (1) to (3) where A's responsibilities, when acting in that capacity, involve him in B's engaging in investment activity.

The Information Memorandum and Application Form are directed only at such persons, the investment opportunity is only available to such persons and any other person should not act upon it.

The Investor accepts that the investments to which the promotions will relate may expose to them to a significant risk of losing all of the money or other property invested. The Investor is aware that it is open to them to seek advice from an authorised person who specialises in advising on secured non transferable Loan Notes of the type issued by the Company.

### Signature:

Date:

Position/Title in Company/Trust:

Signature – Joint Applicant:

Date:

Position/Title in Company/Trust:



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**CONTACT US**

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January 2023

