



SEVENTY  
NINTH™  
LUXURY LIVING

LL5 MULTI-ASSET

# Individual Application Form

MONTHLY AND BIENNIAL RETURNS



## 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; 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

- 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 the Issuer may decide not to issue Loan Notes until it is, or they are, absolutely satisfied as to your identity. If within a reasonable time after a request for information or evidence as to your identity, satisfactory evidence 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

- 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

- 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

- 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 £37,500,000 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 is exclusively direct at persons who are:

- Certified as a 'high net worth investor' in accordance with Article 48 of FinProm
- Certified as a 'sophisticated investor' in accordance with Article 50 of FinProm
- Self-certified as a 'sophisticated investor' in accordance with Article 50A of FinProm

## 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.**

STEP

1

STEP 1

## Personal Details

Title:

Forename(s):

Surname:

Nationality:

National Insurance No. (if applicable):

Occupation:

Permanent Address:

Postcode:

Email:

Previous Address:

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

Postcode:

Telephone (daytime):

Telephone (home or mobile):

Tax Reference Number (if applicable):



**STEP 1A**

# Personal Details (Second Applicant)

Step 1A is applicable to joint applications only.

**Title:**

**Forename(s):**

**Surname:**

**Nationality:**

**National Insurance No. (if applicable):**

**Occupation:**

**Permanent Address:**

**Postcode:**

**Email:**

**Previous Address:**

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

**Postcode:**

**Telephone (daytime):**

**Telephone (home or mobile):**

**Tax Reference Number (if applicable):**

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 currency for payment:



Other  
(Refer to accepted  
currencies below)

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

Please Specify



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

Please tick the appropriate box:

Inheritance

Maturity of Investment

Sale of Business

Savings

Sale of Property

Other

## Current Location of Funds

Bank:

Country:

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

## 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.

## 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 79th Luxury Living Five 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 high net worth, sophisticated investor or restricted investor 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:**

**Name – Joint Applicant (please print):**

**Investor Signature – Joint Applicant:**

**Witness Name (please print):**

**Witness Signature:**

**Witness Profession:**

**Witness Address:**

**Postcode:**

# Anti-Money Laundering Due Diligence

We are required under the Money Laundering Regulations to verify the identity of all investors in the Company and we therefore require TWO copies of (a) proof of identity and (b) a proof of address document from you. Please supply a copy of two documents from list 1 (proof of identity) and two documents from list 2 (proof of address).

## Proof of Identity

Please enclose copies of two of the following documents and put a tick in the relevant box:

Current Passport

National Insurance Card

National ID Card

Full Drivers License

## Proof of Address

Please enclose copies of two of the following documents and put a tick in the relevant box:

Recent Bank Statement  
(less than three months old)

Full Drivers License  
(if not used for proof of identity)

National ID Card  
(if not used for proof of identity)

Recent Utility Bill  
(less than three months old)



### Important Information

1. ALL AML 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. IF YOU ARE RESIDENT IN THE FOLLOWING COUNTRIES; ANDORRA, AUSTRALIA, AUSTRIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HONG KONG, HUNGARY, ISLE OF MAN, ITALY, JAPAN, LITHUANIA, LUXEMBOURG, NETHERLANDS, NEW ZEALAND, NORWAY, POLAND, PORTUGAL, SLOVENIA, SPAIN, SWEDEN, SLOVAKIA, TURKEY, UNITED KINGDOM, UNITES STATES OF AMERICA - YOU NEED ONLY PROVIDE **ONE** FORM OF IDENTIFICATION IN EACH CATEGORY ABOVE.

4. 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.

## Investor Certification

Please select the investor category that applies to you, and complete the relevant form.

### (A) A Certified Sophisticated Investor

A certified sophisticated investor is an individual who has signed, within the period of twelve months ending with the day on which the communication is made, a statement in the following terms:

1. Who has a written certificate signed within the last 36 months by a firm confirming he has been assessed by that firm as sufficiently knowledgeable to understand the risks associated with engaging in investment activity in non-readily realisable securities; and
2. Who has signed, within the period of twelve months ending with the day on which the communication is made, a statement in the following terms:

#### Sophisticated Investor Statement

I make this statement so that I can receive promotional communications which are exempt from the restriction on promotion of non-readily realisable securities. The exemption relates to certified sophisticated investors and I declare that I qualify as such.

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities.

**Signature:**

**Date:**

**Signature – Joint Applicant:**

**Date:**

## (B) A Self-Certified Sophisticated Investor

A self-certified sophisticated investor is an individual who has signed, within the period of twelve months ending with the day on which the communication is made, a statement in the following terms:

### Self-Certified Sophisticated Investor Statement

I declare that I am a self-certified sophisticated investor for the purposes of the restriction on promotion of non-readily realisable securities. I understand that this means:

- i. I can receive promotional communications made by a person who is authorised by the Financial Conduct Authority which relate to investment activity in non-readily realisable securities;
- ii. The investments to which the promotions will relate may expose me to a significant risk of losing all of the property invested.

I am a self-certified sophisticated investor because at least one of the following applies:

- a. I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
- b. I have made more than one investment in an unlisted company in the two years prior to the date below;
- c. I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- d. I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1,000,000.

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from someone who specialises in advising on non-readily realisable securities.

**Signature:**

**Date:**

**Signature – Joint Applicant:**

**Date:**

## (C) A High Net Worth Investor

### Self-Certified Sophisticated Investor Statement

I make this statement so that I can receive promotional communications which are exempt from the restriction on promotion of non-readily realisable securities. The exemption relates to certified high net worth investors and I declare that I qualify as such because at least one of the following applies to me:

I had, throughout the financial year immediately preceding the date below, an annual income to the value of £100,000 or more. Annual income for these purposes does not include money withdrawn from my pension savings (except where the withdrawals are used directly for income in retirement). I held, throughout the financial year immediately preceding the date below, net assets to the value of £250,000 or more. Net assets for these purposes do not include:

- a. The property which is my primary residence or any money raised through a loan secured on that property; or
- b. Any rights of mine under a qualifying contract of insurance; or
- c. Any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are), or may be, entitled; or
- d. Any withdrawals from my pension savings (except where the withdrawals are used directly for income in retirement).

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities.

**Signature:**

**Date:**

**Signature – Joint Applicant:**

**Date:**



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#### CONTACT US

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August 2022