



WE SUPPORT



SEVENTY NINTH™ GROUP

Seventy Ninth USA One Offering Memorandum



THE 79TH GROUP INC.

CONFIDENTIAL OFFERING MEMORANDUM

\$20,000,000.00 USD Maximum Aggregate Amount

Series A: 10% Promissory Notes with a twelve month term and quarterly interest payments;

and

Series B: 12% Annual Promissory Notes with a twenty-four month term and biannual interest.

Minimum Purchase: \$10,000.00 USD

This Confidential Offering Memorandum (“**Memorandum**”) relates to an offering by The 79th Group Inc. (the “Company”) for sale of up to \$20,000,000.00 USD in the aggregate of: (i) Series 1 10% Promissory Notes with a twelve-month term and quarterly interest payments; and (ii) Series 2 12% Annual Promissory Notes with a twenty-four month term and biannually interest payments (the “**Notes**”). Dependent on our capital needs, Notes with certain terms may not always be available. Proceeds from the offering will be loaned to Seventy Ninth USA One Ltd (“Seventy Ninth USA One”) a private limited company and used to fund the costs associated with the acquisition of projects discussed herein. The Notes are offered to qualified accredited investors with the minimum purchase price of \$10,000.00 USD. The Company was formed on November 17th 2022, and has undertaken no activities other than formation. Subsequent Note sales may be at a higher or lower interest rate than the current interest rate and will be reflected in an updated interest rate schedule. Changes in the interest rate offered to new Note Holders will not change the interest rate paid to then existing Note Holders.

The Notes are being offered and sold only to investors (“Investors”): (1) whom we or our agents have verified, pursuant to Rule 506(c)(2), are “accredited investors” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”) and (2) who meet the other suitability requirements set forth herein and in the Subscription Agreement attached to this Memorandum as Exhibit B. The Notes are being offered directly by the Company provided, however, that the Company may engage one or more broker-dealers registered with FINRA (collectively, the “Broker-Dealers”) or other introducers on a “best efforts, no minimum” basis. The Company may also use third party platforms to locate potential investors. Directors, officers, and any other person associated with, or affiliated with, the Company may, but are not obligated to, purchase Notes in this Offering. Any such purchase will be for the purchaser’s own account for investment purposes only and not with a view to the distribution of such securities.

The Notes are not certificates of deposit or similar obligations of, and are not guaranteed or insured by, any depository institution, the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental or private fund or entity. Investing in the Notes involves risks, which are described in the section entitled “Certain Risk Factors.”

The selling period for this Offering will begin upon the date of this Memorandum and funds invested will be immediately available to the Company and Seventy Ninth USA One. The Company’s offering of Notes is an “evergreen” offering with no set end date. The Company intends to pursue its investment objective indefinitely until the Maximum Offering has been reached, or until the Company believes market conditions do not justify doing so.

When used in this Memorandum, unless otherwise indicated, the terms “the Company,” “we,” “us,” and “our” refers to The 79th Group Inc. All references in this Memorandum to “\$” or “dollars” are to United States dollars, unless specifically stated otherwise.

Prior to your purchase of Notes, you should conduct an independent investigation of the risks posed by an investment in the Notes. You and, as applicable, your representatives, may ask questions of the executive officers of the Company about any aspect of this Offering and may obtain from them, to the extent that they possess such information or can acquire it without unreasonable effort or expense, any additional information necessary to verify information set forth in this Memorandum.

You may not be able to liquidate your investment in the Notes in the event you wish to do so, whether because of an emergency that befalls you or for any other reason, due to the lack of any secondary trading or other market for the Notes, as well as substantial restrictions on transfer imposed under federal and state securities laws on resale of the Notes to be purchased under this Offering. The suitability standards and requirements established in the subscription documents attached hereto are the minimum standards and requirements for qualification of Investors in this Offering and the satisfaction of such standards does not necessarily mean that an investment in the Notes is a suitable investment for any particular Investor.

The Notes described in this Memorandum have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), the Investment Company Act of 1940, as amended (the "1940 Act"), or the securities laws of any of the states of the United States. The offering contemplated by this Memorandum will be made in reliance upon an exemption from the registration requirements of the Securities Act for offers and sales of securities which do not involve any public offering, and analogous exemptions under state securities laws.

This Memorandum shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of interests in the Company in any jurisdiction in which such offer, solicitation or sale is not authorized or to any person to whom it is unlawful to make such offer, solicitation or sale.

No person has been authorized to make any representations concerning the Notes which are inconsistent with those contained in this Memorandum. Investors should not rely on any information not contained in this Memorandum or documents referenced herein.

Investing in the Notes involves a high degree of risk. You could lose some or all of your investment. An investment in the Notes is illiquid and should be considered speculative. An investment in the Notes entails unique risks. See "Certain Risk Factors" of this Private Placement Memorandum. The Notes are not traded on any securities exchange or other market and are subject to restrictions on transfer.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE NOTES AND THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. SEE "CERTAIN RISK FACTORS" HEREIN. THE NOTES DESCRIBED HEREIN HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONS OR REGULATORY AUTHORITY, FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM CONTAINS CERTAIN STATEMENTS THAT MAY BE DEEMED TO BE "FORWARD-LOOKING STATEMENTS" REGARDING THE REAL ESTATE PROPERTY MARKET, AND THE FUND'S ABILITY TO IMPLEMENT ITS INVESTMENT STRATEGY. THESE STATEMENTS ARE BASED ON CERTAIN ASSUMPTIONS AND ANALYSES MADE BY THE MANAGING MEMBER IN LIGHT OF ITS TEAM'S EXPERIENCE AND ITS PERCEPTION OF HISTORICAL TRENDS, CURRENT CONDITIONS, EXPECTED FUTURE DEVELOPMENTS AND OTHER FACTORS IT BELIEVES ARE APPROPRIATE. SUCH STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS AND UNCERTAINTIES WHICH MAY CAUSE THE FUND'S ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE USE OF THE WORDS "MAY," "WILL," "SHOULD," "EXPECT," "ANTICIPATE," "ESTIMATE," "BELIEVE," "INTEND," "PROJECT," "CONTINUE," OR THE NEGATIVE OF THESE WORDS, OR OTHER SIMILAR WORDS OR TERMS. PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS.

HIGHLIGHTS OF CERTAIN PROPERTIES THAT HAVE BEEN ACQUIRED BY AFFILIATES OF THE COMPANY ARE INCLUDED IN THE INFORMATION ATTACHED. THESE HIGHLIGHTS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY INCLUDE PROJECTIONS OR ESTIMATES BASED ON ASSUMPTIONS MADE BY THE COMPANY – THE COMPANY WILL NOT OWN AN INTEREST IN ANY OF THE PROPERTIES. FURTHERMORE, PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

THIS MEMORANDUM DOES NOT UNDERTAKE TO PROVIDE THE DETAILED DISCLOSURES REQUIRED IN CONNECTION WITH A REGISTRATION OF SECURITIES UNDER THE SECURITIES ACT. IT IS EXPECTED THAT A PERSON CONTEMPLATING AN INVESTMENT IN THE PROPOSED TRANSACTION WILL CONDUCT AN INDEPENDENT INVESTIGATION AND ANALYSIS IN THE EXERCISE OF ITS OWN DUE DILIGENCE, AND A DECISION TO INVEST SHOULD BE BASED SOLELY ON SUCH INDEPENDENT INVESTIGATION AND ANALYSIS.

THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO ACHIEVE ITS INVESTMENT OBJECTIVE. PROSPECTIVE INVESTORS ARE STRONGLY URGED TO REVIEW THIS MEMORANDUM CAREFULLY AND CONSULT WITH THEIR OWN FINANCIAL, LEGAL AND TAX ADVISORS BEFORE INVESTING.

INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR FINANCIAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS OR HER OWN PROFESSIONAL ADVISERS AS TO THE LEGAL, TAX, FINANCIAL OR OTHER MATTERS RELEVANT TO THE SUITABILITY OF AN INVESTMENT IN THE NOTES.

INVESTORS ARE CAUTIONED TO REFER TO THIS MEMORANDUM FOR A DISCUSSION OF THE PROVISIONS OF THIS OFFERING AND RISK AND OTHER FACTORS RELATIVE TO THE INVESTMENT AND THE FUND. IN THE EVENT OF ANY INCONSISTENCY BETWEEN ANY INVESTMENT SUMMARY AND THIS MEMORANDUM, THE TERMS OF THIS MEMORANDUM SHALL BE CONTROLLING.

THE NOTES DESCRIBED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE LIMITED LIABILITY COMPANY AGREEMENT OF THE FUND, THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN EXTENDED PERIOD OF TIME.

THIS MEMORANDUM IS INTENDED SOLELY FOR THE USE OF THE PERSON TO WHOM IT HAS BEEN DELIVERED FOR THE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT BY THE RECIPIENT IN THE NOTES DESCRIBED HEREIN, AND IS NOT TO BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSONS (OTHER THAN PROFESSIONAL ADVISERS OF THE PROSPECTIVE INVESTOR RECEIVING THIS MEMORANDUM). EACH RECIPIENT HEREOF, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO TREAT THIS MEMORANDUM AS CONFIDENTIAL AND TO RETURN IT AND ALL RELATED MATERIAL TO THE MANAGING MEMBER IF SUCH RECIPIENT DOES NOT PURCHASE A NOTE.

NOTICES TO PROSPECTIVE INVESTORS

NASAA UNIFORM LEGEND:

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NON-US RESIDENTS:

IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO SUBSCRIBE FOR THE PURCHASE OF NOTES OFFERED HEREBY TO FULLY AND COMPLETELY INFORM THEMSELVES OF AND OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY AND ALL RELEVANT JURISDICTIONS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF THE NOTES OFFERED HEREBY, AND ANY RESTRICTIONS, INCLUDING, WITHOUT LIMITATION, ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

FOR FLORIDA RESIDENTS ONLY:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT IN RELIANCE UPON EXEMPTION PROVISIONS CONTAINED THEREIN. ANY SALE MADE PURSUANT TO SUCH EXEMPTION PROVISIONS IS VOIDABLE BY THE PURCHASER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT. A WITHDRAWAL WITHIN SUCH THREE-DAY PERIOD WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING HIS INTENTION TO WITHDRAW.

FOR NEW HAMPSHIRE RESIDENTS ONLY:

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FOR NEW YORK RESIDENTS ONLY:

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK NOR HAS THE ATTORNEY GENERAL PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR PENNSYLVANIA RESIDENTS ONLY:

THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS WITHIN THE STATE.

FOR NEW JERSEY RESIDENTS ONLY:

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY NOR HAS THE ATTORNEY GENERAL PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR CONNECTICUT RESIDENTS ONLY:

THE SECURITIES OFFERED HEREIN HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT (THE "CONNECTICUT ACT") AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE CONNECTICUT ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR CALIFORNIA RESIDENTS ONLY:

THE SALE OF THE SECURITIES OFFERED HEREIN HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, AND THE ISSUANCE OF THESE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF THE NOTE IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THE OPERATING AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT. CALIFORNIA RESIDENTS WILL BE REQUIRED TO COMPLETE A PURCHASER QUESTIONNAIRE WITH RESPECT TO THEIR INVESTMENTS HEREIN.

CONFIDENTIALITY

By accepting delivery of this Memorandum, you acknowledge and agree that all of the information contained herein is of a confidential nature and that this Memorandum has been furnished to you for the sole purpose of enabling you to consider and evaluate an investment in the Notes. You agree that you will treat such information in a confidential manner, will not use such information for any purpose other than evaluating an investment in the Notes, and will not, directly or indirectly, disclose or permit your agents, representatives or affiliates to disclose any of such information without the prior written consent of the Company. You also agree to make your agents, affiliates and representatives aware of the confidential nature of the information contained herein and the terms of this paragraph including your agreement to not disclose such information and to be responsible for any disclosure or other improper use of such information by such agents, affiliates or representatives. If you decide not to pursue further investigation of the Company or to not participate in the Offering, you agree to promptly return this Memorandum and any accompanying documentation (and all copies thereof) to us. Notwithstanding the foregoing confidentiality agreement, the recipient of this Memorandum, each Noteholder of the Company, and their respective employees, representatives and agents are authorized to disclose Notes described herein to their respective advisors, without limitation of any kind.

FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Forward-looking statements are statements, other than statements of historical facts that address activities, events or developments that the Company expects or anticipates will or may occur in the future, including such items as the Company's business strategies and measures to implement strategy, acquisitions, competitive strengths, goals, and growth of business and operations.

Forward-looking statements also include any other statements that include words such as "anticipate," "believe," "plan," "estimate," "expect," "intend" and other similar expressions. Forward-looking statements are based on certain assumptions and analyses made by the Company in light of management's experience and perception of historical trends, current conditions, expected future developments and other factors believed appropriate.

All of the forward-looking statements made in this Memorandum are qualified by these cautionary statements, and there can be no assurance that the actual results or developments that have been anticipated will be realized. Even if the results and developments in such forward-looking statements are substantially realized, there is no assurance that they will have the expected consequences on the Company or its business or operations.

INDUSTRY AND MARKET DATA

The industry and market data presented in this Memorandum are inherently estimates and are based upon third party data, including information derived from our own internal estimates. While we believe that this data is reasonable, in some cases this data is based on our or others' estimates and cannot be verified by us. Accordingly, prospective investors are cautioned not to place undue reliance on the industry and market data included in this Memorandum.

ADDITIONAL INFORMATION

Prospective investors may request additional information by writing or calling the following person during normal business hours:

Investor Relations
The 79th Group Inc.
50 Jericho Quadrangle, Suite 200
Jericho, NY 11753

914-477-2763

investorrelations@the79thgroup.com

You should rely only on the information contained in or incorporated by reference into this Memorandum. The Company has not authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The Company is not making an offer of these securities in any jurisdiction where the offer is not permitted.

SUMMARY

This summary highlights information contained elsewhere in this Memorandum and does not contain all of the information you should consider in making your investment decision. You should read this summary together with the more detailed information elsewhere in this Memorandum. You should carefully review and consider, among other things, the matters discussed in "Certain Risk Factors" before making an investment decision.

The 79th Group Inc. (the "**Company**") is a Delaware corporation organized on November 17, 2022 to raise funds in order to loan such funds to Seventy Ninth USA One LTD ("Seventy Ninth USA One") or an affiliated entity which plans to seek targeted economic returns primarily through the acquisition, development, financing, leasing, operation and ultimately the sale of Property Investments. Property Investments will be located in the United Kingdom and its territories. The funds loaned to Seventy Ninth USA One LTD are expected to be primarily used for the acquisition, management and development of holiday parks, commercial buildings and luxury residential assets across the United Kingdom and as down payments to acquire Property Investments. Proceeds may also be used to pay marketing, legal, accounting, financing expenses, loan origination fees and other expenses associated with the offering and the ongoing operations of the Company including fees associated with evaluating, acquiring, operating and disposing of Property Investments such as legal and brokerage fees. The Company is wholly owned by The 79th GRP Limited.

The Company is targeting up to \$20,000,000.00 USD in principal amount of promissory notes from accredited investors for acquiring, managing, operating and disposing of Property Investments assets. The Company's Property Investments will be located in the United Kingdom and its territories.

The Company's offering of Notes is an "evergreen" offering with no set end date. The Company intends to pursue its investment objective indefinitely until the Maximum Offering has been reached, or until the Company believes market conditions do not justify doing so. The minimum investment is \$10,000.00 USD, however; the Company, in its sole discretion, may accept investments of lesser amount. Funds raised from the sale of the Notes will be immediately available to the Company.

OVERVIEW OF THE OFFERING

The following information is presented as a summary of the Company's principal terms only and is qualified in its entirety by the detailed information appearing elsewhere in this Confidential Private Placement Memorandum and by the terms and conditions of the Subscription Agreement, each of which should be read carefully and in its entirety.

- Issuer:** The 79th Group Inc. The Company is wholly owned by The 79th GRP Limited, a Company formed in 2020 under the laws of England and Wales.
- Securities:** The Company is offering (the "Offering") for sale to accredited investors a maximum of \$20,000,000.00 USD in: (i) Series 1 10% Promissory Notes with a twelve month term and quarterly interest payments; and (ii) Series 2 12% Annual Promissory Notes with a twenty-four month term and biannually interest payments (the "Notes"). The Notes are unsecured obligations of the Company. The Notes may be prepaid or repaid, partially or in their entirety, at any time by the Company without penalty or fee of any kind. No equity interest in the Company is being offered by way of this Memorandum. Subsequent Note sales may be at a higher or lower interest rate than the current interest rate and will be reflected in an updated interest rate schedule. Changes in the interest rate offered to new Note Holders will not change the interest rate paid to then existing Note Holders. Noteholders are not shareholders of the Company and have no voting rights or any right to participate in the profits or losses of the Company or to elect directors or officers.
- Purchase Price:** The Notes are offered in denominations of \$10,000.00 USD, with a minimum investment amount per investor of one note (\$10,000.00 USD), which may be waived by the Company in its sole discretion.
- No Minimum Offering:** The Company shall loan the majority of proceeds to Seventy Ninth USA One immediately upon receipt of investment capital or as soon thereafter as is practicable in the judgment of the Company. Proceeds from the offering will also be retained by the Company to pay Company operating expenses.
- Investor Suitability:** All Investors must be "accredited investors" as defined under Rule 501 of Regulation D and meet all other suitability standards set forth herein under the caption "Investor Suitability Standards," as set forth in this Memorandum and contained in the Subscription Agreement, attached as Exhibit B to this Memorandum. Investors will be required to verify their accredited status in compliance with Rule 506(c).
- Offering Period:** The Offering will begin upon the date of this Memorandum and is evergreen with no set end date unless terminated sooner by the Company (the "Termination Date").

Use of Proceeds: The proceeds of this offering are expected to be primarily used to loan funds to Seventy Ninth USA One or its affiliates to be used to acquire, develop and operate Property Investments. Proceeds will also be used to pay marketing, legal, accounting, financing expenses, loan origination fees and other expenses associated with the offering and the ongoing operations of the Company including fees associated with evaluating, acquiring, operating and disposing of Property Investments such as legal and brokerage fees. Proceeds from this offering may also be used to reimburse the Company or its principals for out of pocket expenses and pay for legal and advisory fees in connection with the formation of the Company.

Term of the Notes: The Series 1 10% Promissory Notes have a twelve (12) month term and quarterly interest payments and the Series 2 12% Annual Promissory Notes have a twenty-four (24) month term and biannually interest payments. Interest shall accrue beginning from the issue date of the Note. Subsequent Note sales may be at a higher or lower interest rate than the current interest rate and will be reflected in an updated interest rate schedule. Changes in the interest rate offered to new Note Holders will not change the interest rate paid to then existing Note Holders. The Notes may be redeemed anytime by the Company upon payment of 100% of the unpaid principal amount or such portion thereof so redeemed, plus accrued interest thereon through the date of redemption.

Subscription Procedure: Investors interested in subscribing for Notes in this Offering must do the following:

- (i) Deliver a completed and executed Subscription Agreement, attached to this Memorandum as Exhibit B, to the Company at the address provided in the Subscription Agreement; and
- (ii) Deliver the purchase price in the amount of the notes using the instructions provided in the Subscription Agreement.

Notes purchased in this Offering will be issued to each Investor immediately upon the Company's acceptance of the Subscription Agreement and its receipt of the subscription price therefor.

Subscription Agreements are not binding until accepted by the Company. If the Company rejects all or a portion of any subscription, the Company will return to the prospective subscriber all, or the appropriate portion, of the amount submitted with such prospective subscriber's subscription, without interest or deduction. After all remittances have been made, if any, the Company, and its directors, officers, counsel, and agents will have no further liability to subscribers. For all subscriptions received and accepted on or before the Termination Date, the funds will be deposited into the Company's operating account for use in accordance with the purposes described herein.

Additional Information: Upon request of a potential Investor, the Company will make available to such potential Investor the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Offering, the transactions contemplated by the Memorandum and the Company's business operations. Further, the Company will, subject to executed confidentiality agreements and other considerations, obtain and make available additional information reasonably requested by such Investor to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense, so that the Investor may verify the accuracy of any information concerning the terms and conditions of this Offering or the transactions referred to herein.

Requests for additional information may be directed to:
investorrelations@the79thgroup.com.

Risk Factors: The Notes offered hereby are illiquid and involve a high degree of risk and should not be purchased by anyone who cannot afford the loss of their entire investment. Prospective investors should carefully review and consider the factors set forth in the section of this Memorandum entitled "CERTAIN RISK FACTORS," as well as the other information set forth herein, before subscribing for any of the Notes offered hereby.

Administration: The Company may retain the services of an outside third party to provide administration, investor relations and other functions. The cost thereof shall be a Company expense.

Use of this Memorandum This Memorandum is important and should be read in its entirety before an investor decides whether to purchase a Note. Each investor should consult with its financial, legal, and tax advisors before making an investment decision.

INVESTMENT OBJECTIVE AND STRATEGY

General

The Company is a newly formed Delaware corporation acquiring financing in order to loan such funds to Seventy Ninth USA One or an affiliated entity, which plans to acquire buildings that Seventy Ninth USA One believes it has the opportunity to significantly improve of the value, with a goal of a short term uplift in equity value of distressed assets purchased using the directors advantageous position in the real estate sector. The 79th GRP Limited investment objective is for short term holding and quick realization of profit. The properties that are acquired by Seventy Ninth USA One or its affiliates are expected to meet at least one of the following criteria, but most will likely fit several:

- Opportunity to add value by way of redeveloping on the site by extension or rebuilding. This is likely to be by way of obtaining planning permission for future development and the property is then resold with equity uplift and the benefit of planning permission;
- Low level refurbishment and resold with solvent equity uplift;
- Opportunity to develop or improve new or existing revenue streams, e.g. improve leases currently in place or create new rental streams.

The 79th GRP Limited is of the opinion that there is sufficient uncertainty in the market as a result of current economic and political conditions for it to capitalise on.

In addition, The 79th GRP Limited has located a number of holiday parks in the United Kingdom which have scope for the renovation, expansion and sale of holiday lodges in areas of high demand. The 79th GRP Limited expects to have a demonstrable appetite from the UK and overseas buyers looking to purchase a property to holiday following the travel aftermath of the COVID-19 pandemic. Following further due diligence of the industry, The 79th GRP Limited also believes there is strong demand for these assets by global investors who wish to purchase and retain holiday lodge assets in their portfolio, given the exemplary rental yields which can be achieved.

These developments will be managed by an experienced commercial and contractual team with expertise both in these types of development, and building homes in the United Kingdom.

Seventy Ninth USA One was incorporated in the United Kingdom, under the jurisdiction of England and Wales, in November 2022, and was established by the Directors of 79th Luxury Living Limited which was established in May 2017, to identify and deliver residential and commercial schemes predominately in the United Kingdom. The Seventy Ninth Group team has a wealth of development and property management experience spanning 30 years. Having built a significant network of sourcing avenues over that time, this has resulted in a future pipeline of circa £40,000,000.00 GBP worth of development with regular opportunities being presented to the Board of Directors.

Strategy

The Directors of the 79th GRP Limited are very experienced in obtaining significant discounts on property sales by capitalizing on distressed and quick turnaround sales and have a proven track record with numerous relationships with estate agents, Property Act Receivers, accountants, law firms and a network of blue chip housebuilders that seek to reduce stock levels. The Seventy Ninth Group thrives during periods of economic uncertainty, such as the recent pandemic, and the Company conducts significant due diligence on each opportunity prior to commitment.

The exit strategy including the means to repay investors and noteholders will primarily be via the sales of new and existing lodges, and not limited to the sale of the freehold of holiday parks. Noteholders may also be repaid from capital contributed to the Company from the 79th GRP Limited or its affiliates.

Use of Proceeds

Proceeds raised from the issue of the Notes will be lent to the Seventy Ninth USA One and used primarily to fund the costs associated with the acquisition, development and operation of projects as discussed above, including some construction costs and professional fees. Seventy Ninth USA One may acquire Property Investments directly by purchasing fee or leasehold interests in Property Investments or equity in Property Investments holding companies, or indirectly by purchasing whole mortgages or mortgage pools, mezzanine debt, or similar interests in Property Investments as a means of acquiring the underlying Property Investments. Seventy Ninth USA One may also engage in any other type of equity and/or debt (including, when appropriate, extension or assumption of debt) transactions. Seventy Ninth USA One may purchase Property Investments on its own, or may purchase Property Investments in joint ventures with others. The 79th GRP Limited intends to generally have a controlling interest in any such joint ventures, but may, in its discretion, participate in joint ventures with a non-controlling interest.

Proceeds will also be used to pay marketing, legal, accounting, financing expenses, loan origination fees and other expenses associated with the offering and the ongoing operations of the Company and Luxury including fees associated with evaluating, acquiring, operating and disposing of Property Investments such as legal and brokerage fees. Proceeds from this offering may also be used to reimburse the Company or its principals for out of pocket expenses and pay for legal and advisory fees in connection with the formation of the Company.

The Company will borrow money from time to time from note holders who may be issued Notes of varying maturities. Note Holders will be lenders to the Company on a pari passu basis with the other Note Holders. The Company may prepay the outstanding principal and interest to any note holder at any time without penalty. Other than loaning funds to Seventy Ninth USA One and/or its affiliates the Company is not intended to have any other operations or assets.

The investment objectives set forth above represent medium and long-term goals, and the achievement of these objectives will depend upon a number of factors affecting market value including, among other things, general and local economic conditions and Seventy Ninth ability to select suitable Property Investments for investment and to manage such Property Investments successfully.

Sale or Refinancing of Property Investments

Subject to market conditions and other relevant considerations, it may be advantageous for Seventy Ninth USA One and its affiliates to sell some or all of its Property Investments. It is contemplated that Seventy Ninth USA One will hold a particular Property Investment for such period of time as it in its sole discretion determines to be appropriate.

Seventy Ninth USA One may determine that it is in its best interest to refinance Property Investments. Refinancing will depend on the availability of suitable financing on satisfactory terms and other factors. In connection with the sale of a Property Investment owned by Seventy Ninth USA One or its affiliates, purchase money obligations secured by mortgages may be taken as part payment. The terms of payment to will be affected by custom in the area in which the Property Investment being sold is located and the then prevailing economic conditions. In determining whether to accept notes in payment upon the sale of a Property Investment, Seventy Ninth USA One will consider all factors it deems relevant including, without limitation, the financial condition of the payor and its ability to operate the Property Investment and in its discretion may seek to sell or otherwise dispose of the note before maturity.

Joint Ventures

Seventy Ninth USA One may own Property Investments jointly with others including, but not limited to, the seller of the Property Investment, in a partnership or joint venture. This situation often arises when the seller desires to retain an interest in the Property Investment. The seller will normally make no cash contribution to such joint venture, but the seller's retention of an interest in the Property Investment through the joint venture will be taken into account in determining the purchase price of interest.

Under certain circumstances, the seller or an affiliate of the seller may also manage the Property Investment pursuant to a property management agreement with the joint venture. Typically, the co-venturer will have the right to terminate such property management agreement and to discharge the property manager only if the property manager breaches its obligations under the property management agreement.

Borrowing Policies; Leverage

Seventy Ninth USA One or its affiliates may acquire a Property Investment having a purchase price substantially in excess of the amount of cash invested in such Property Investment by borrowing from banks, other institutional lenders and private lenders, or by taking the Property Investment subject to existing loans of lenders or by having the seller take a portion of the purchase price in the form of a mortgage. Seventy Ninth USA One or its affiliates may issue notes and other debt securities and will execute deeds of trust, mortgages and/or assumption agreements, as applicable, or otherwise hypothecate a portion of the Property Investments in connection with such borrowings.

Seventy Ninth USA One may establish lines of credit with banks or other lenders. In acquiring Property Investments and in financing or refinancing Property Investments, Seventy Ninth USA One will endeavor, where possible, to incur only non-recourse indebtedness so that it will not be liable on the indebtedness, and the lender's rights upon default will be limited to foreclosure on the Property Investment. There can be no assurance as to whether, or to what extent, Seventy Ninth USA One will be able to enter into non-recourse arrangements, and Seventy Ninth USA One may guarantee the debts and obligations of related to Property Investments and its affiliates.

Indemnification

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Delaware law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

Management of Property Investments

When property management services are needed, unless Seventy Ninth USA One or an affiliate engages a different property management company, and/or the affiliate will retain an affiliate as the Property Manager, to provide professional real estate management services to Property Investments. Seventy Ninth USA One and/or the affiliate may also retain other affiliates to provide construction, employment and other real estate personnel and services.

There can be no assurance that the Company will achieve its investment objectives or be profitable. Results may vary substantially over time. The past performance of the Company (if any), the Manager, the Principals and each of their affiliates and related persons or other managed funds or accounts is not indicative of future results.

MANAGEMENT OF THE COMPANY

David Webster is the sole officer and director of Seventy Ninth USA One. In addition, management services will be provided to Seventy Ninth USA One by the individuals listed below who are affiliated with 79th GRP Limited. The following section sets forth the names, ages, and positions of these individuals.

David Webster (57) – President and Chairman of the Board of Directors at 79th GRP Limited

A natural leader and previously one of the largest private landlords in the UK, David has over 27 years of experience in the property sector as both a developer and a landlord. Starting his journey with just one property, David has previously built significant personal and corporate portfolios, consisting of developments in excess of £500,000,000.00 GBP of both residential and commercial property. Following his initial retirement from the property sector, David partnered with SNR Dentons as a commodity advisor in the precious metals industry before launching his own venture in the natural resources sector, Lusso Tesoro Limited.

A dynamic and proactive chairman, David is responsible for the overall direction and growth of the Seventy Ninth Group and its subsidiaries, continuously seeking out new and exciting opportunities that elevate our operations to new heights and deliver increasingly substantial returns for our stakeholders.

Curtis Webster (25) – Investment Director at 79th GRP Limited

An organised and hard-working professional, Curtis followed in his family's footsteps and entered the real estate and natural resources sectors following his completion of further education in the United Kingdom.

Alongside his committed investment team, Curtis provides valuable support to our stakeholders situated across the globe, managing new and existing relationships as well as overseeing the Seventy Ninth Group's existing and future capital raising activities.

Over recent years, Curtis has gained significant experience in natural resources, with a particular focus on mineral extraction and general supply chain management. Outside of his work, Curtis is a keen martial artist, practicing both Muay Thai and Brazilian jiu-jitsu.

Jake Webster (29) – Managing Director at 79th GRP Limited

Working as a Managing Director across the Seventy Ninth Group and its subsidiaries (including Seventy Ninth Luxury Living and Seventy Ninth Resources), Jake is highly experienced and proficient in portfolio management, deal structuring and private finance.

Jake has been heavily involved in the natural resources and asset management sectors for a number of years, working internationally with central banks and global commodity houses to establish and arrange finance for projects and commodity supply chains.

On a personal level, Jake is a fully qualified pilot who holds an EASA license, as well as a martial arts instructor. Jake also studied at the American Institute of Diamond Cutting and is a certified rough diamond grader.

Natalie Bellis (36) – Chief Executive Officer at 79th GRP Limited

Throughout her career, Natalie has been appointed across a wide range of Governance roles, including being a regulatory auditor for globally established brands such as Selfridges, EasyJet, Toyota and Nintendo. Natalie has also led large, well-known retail and financial services operations with over 500 employees in each sector, delivering their corporate strategies alongside chairing Corporate Risk Committees.

A highly experienced compliance specialist with a wealth of regulatory and administrative knowledge, Natalie has over 10 years in the sector of Compliance and has a background specialising in creating and implementing governance frameworks and FCA regulations.

As CEO of the Seventy Ninth Group, Natalie's role sees her managing and directing the company toward its primary goals and objectives, overseeing employment decisions at the executive level of the company and leading a team of executives to consider major decisions, including acquisitions, mergers, joint ventures, or large-scale expansion.

PAST PROMISSORY NOTE OFFERINGS

See Appendix A to this offering memorandum for a list of prior promissory note offerings by the 79th GRP Limited.

COMPANY STRUCTURE

The Company is organized as a Delaware corporation. The Company is making an offering that is exempt from registration under Regulation D promulgated by the SEC under the Securities Act of 1933, as amended (the "**Securities Act**"). The Company's notes are open to both United States and foreign Investors. If the Company has foreign Investors, then it will be subject to U.S. tax withholding obligations with respect to such Investors. Notes will be sold only to persons who the Company has reasonable grounds to believe, and does believe, immediately prior to sale, are "Accredited Investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. An "accredited investor" is, if a natural person, a person that has (1) an individual net worth or joint net worth with his or her spouse of more than \$1,000,000.00 USD (excluding the value of the investor's primary residence), or (2) individual income in excess of \$200,000.00 USD, or joint income with his or her spouse in excess of \$300,000.00 USD, in each case in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year. Investors who are not natural persons may also qualify as "Accredited Investors" if they meet certain conditions.

CERTAIN RISK FACTORS

The offering involves substantial investment risks and Notes should be purchased only by persons who can afford to sustain the loss of their entire investment and have no need for liquidity from their investment. In evaluating an investment in the Notes prior to purchase, prospective investors should carefully consider the following risk factors relating to the business of the Company and the Offering, together with the other information set forth in this Memorandum, before investing in the Notes. The Notes should be considered a speculative investment and entails substantial risks, and a prospective investor should invest in the Company only if he, she or it can sustain a complete loss of their investment.

Ability to Pay Notes Dependent on Profitable Operation and Sale of Property Investments

In order to repay the interest and principal on the Notes, the Company and its affiliates must successfully purchase, operate and resell the Property Investments for a profit, which is uncertain. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

The Notes are Obligations of the Company Only and are Not Guaranteed or Insured by its Affiliates or any Third Party.

The Notes are obligations of the Company only and will not represent an obligation of its Manager or any of its officers, directors or agents. The cash from Property Investments is paid to the first position lender of the Property Investments and the Notes are not guaranteed or insured by any governmental agency or instrumentality or any third party. Investors in the Notes may look only to the Company for payment of the Notes.

The Value of the Property Investments Could be Uncertain and the Company May Have Incorrectly Assessed Their Value.

The Company has been formed to lend money to Seventy Ninth USA One, which will acquire lease, operate and ultimately sell strategic, undervalued and/or value-added commercial and multi-family properties, with an emphasis on distressed and foreclosed properties. While Seventy Ninth USA One will have conducted an analysis of the each Property Investment which it believes to be adequate and believes the acquisition of each Property Investment will be favorable, there can be no assurance that the Seventy Ninth USA One's assessments are accurate, or that Property Investments can support a recovery of the acquisition price, that the value of the Property Investments will not decline, or that the Seventy Ninth USA One will recoup its investment upon the sale of a Property Investment. All of these risk factors can materially impact the Seventy Ninth USA One's ability to repay money borrowed from the Company.

Notes May be Prepaid Without Penalty

The Notes may be prepaid or repaid, partially or in their entirety by the Company at any time without penalty or fee of any kind. In the event of any such repayment, the noteholder would not receive the full amount of interest payments that would have accrued had the Note been outstanding for its entire term.

If Cash Flows on the Property Investments are Less Than Anticipated, Noteholders May Not Receive the Full Principal and Interest Payments on Their Notes, and Holders May Not Recover Their Original Purchase Price.

The proceeds of this offering are expected to be primarily used to lend money to the Seventy Ninth Group USA One for use as down payments to acquire Property Investments. The Seventy Ninth Group USA One may also use the loan proceeds for fees associated with evaluating, acquiring, operating

and disposing of Property Investments such as legal and brokerage fees. The balance of the purchase price for the Property Investments will come from mortgage loans from banks and other lenders. If these mortgage loans become past due or are otherwise in default, the Seventy Ninth Group USA may be unable to make payment on the loan to the Company, which will in turn make the Company unable to pay its noteholders. Proceeds may also be used to pay marketing, legal, accounting, financing expenses, loan origination fees and other expenses associated with the offering and the ongoing operations of the Company.

General Investment Risks

The Notes are Debt Obligation of the Company and the Company Only. The Risk of Loss for Investors is Greater than the Risk Inherent in Diversified Debt Investments and the Notes are Not Suitable for All Investors.

The Notes are the sole obligation of the Company. The Notes are the obligations of the Company only, and only assets of the Company, if any, that have not been pledged to secure other indebtedness or securitized, if any, will be available to pay the principal and interest on the Notes. The Notes will be structurally subordinate to any of our indebtedness that is secured to the extent of the assets pledged to secure such indebtedness. The Notes are not obligations of or guaranteed by any other entity. The Notes are not a diversified investment. The Notes are not an investment in a money market mutual fund holding diversified investments in short term debt securities of many companies. Because the Notes are debt securities issued by a single issuer and are unrated, you will not have the benefits of diversification and quality of investments offered by money market mutual funds or investment companies. Accordingly, the Notes represent a greater risk of loss than that featured by diversified debt investments, and only investors who can afford the loss of their investment should consider investing in the Notes.

The Notes are Not Insured Against Loss, and the Risk Inherent in the Notes May not be Fully Reflected in the Interest Rate. In the Event of our Default, You May Experience Difficulty in Recouping Your Investment.

The Company is not a bank, and investments in the Notes are not insured by the Federal Deposit Insurance Corporation or any other governmental or non-governmental entity. Only the Company is obligated to pay the principal of and interest on the Notes, and only its assets are available for this purpose. If our assets are insufficient to pay the principal of and interest on the Notes and our other indebtedness, you would lose some or all of your investment, including principal and accrued but unpaid interest. No private or government entity guarantees return of your investment in the event of a failure of the Company to repay your investment.

In addition, there is no trustee or other fiduciary appointed to act on your behalf to coordinate any collective legal actions against us with respect to our obligations under the Notes. Each holder of a Note will be required to enforce our obligations under the Notes. The interest rate paid on the Notes may not bear any relation to the investment risk. The interest rate on the Notes was set solely by the Company and will not necessarily bear any relation to the risks associated with, or changes in, the credit worthiness, credit rating or financial condition of the Company and may not adequately compensate you for the risks of investing in the Notes. The Notes are not rated by any rating agency, and the Company does not intend to seek a rating for the Notes.

The Notes Are Not Protected by Restrictive Covenants.

The Notes will not contain any financial or operating covenants or restrictions on the payment of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by us. The Notes will not contain covenants or other provisions to afford protection to the Holders in the event

of a fundamental change or any other event. We could engage in many types of transactions, such as acquisitions, refinancing or recapitalizations, that could substantially affect our capital structure and the value of the Company.

The Notes Will Not be Subject to a Sinking Fund. As a Result, We May Not Have Funds to Repay the Notes.

The Notes will not be subject to a sinking fund. The Notes do not require the Company to set aside funds for the retirement of or to retire the Notes at any time prior to maturity.

Prior Investment Performance Not Necessarily Indicative.

The past investment performance of the 79th GRP Limited's principals, accounts or properties with which they have been associated should not be construed as an indication of future results of an investment in the Company.

Lack of Operating History.

The Company has no history of operations and is a development stage company. It is subject to all the risks inherent in the creation of a new business, including the absence of a history of operations. Although Seventy Ninth USA One's management team has experience in acquiring, developing, asset managing, operating, financing and disposing of real estate, there can be no assurance that the performance of those activities will be reflective or indicative of the future performance of this Company or its ability to repay the Notes.

Limited Rights of Investors.

Purchasers of Notes will not become shareholders of the Company. Noteholders will be unable to exercise any management functions with respect to its operations.

Competition for Investments.

The activity of identifying, completing, and realizing attractive acquisitions of real estate assets in the Seventy Ninth USA One's Company's targeted property types is highly competitive. The Seventy Ninth USA One will compete for these opportunities with many other real estate investors, including public and private REITs, other real estate funds, and institutional investors. These competitors may have more experience, more resources and may be willing to accept more risk than Seventy Ninth USA One. This competition may increase prices, reduce returns, and eliminate investment opportunities all of which would materially impact Seventy Ninth USA One's ability to repay the Company and the Company's ability to repay the Noteholders.

Lack of Diversification.

The Company will loan substantially all of the proceeds raised from Noteholders to Seventy Ninth USA One. Other than repayment of money loaned to Seventy Ninth USA One the Company has no other source of capital to repay Noteholders.

Other Activities of Company Management.

The Company's management will continue their involvement in other businesses. These other activities could interfere with the fulfilment by the management of their obligation to the Company and to the Noteholders. Further, there can be no assurance that the members of the Company's management team will remain affiliated throughout the term of the Notes or otherwise can continue to carry on their current duties throughout such term. The inability to recruit and hire replacement or additional key personnel as needed could have a material adverse effect on the Company's operations.

General Economic and Other Conditions.

The Seventy Ninth USA One's property values may be adversely affected from time to time by such matters as changes in general economic, industrial and commercial conditions, changes in taxes, prices and costs and other factors of a general nature that are beyond the control of the Company. The values are also impacted by the availability and cost of credit, the mortgage market and global economic issues. These issues can effect Seventy Ninth USA One's ability to repay money borrowed from the Company.

No Right to Vote.

The noteholders are not shareholders of the Company and have no voting rights or any interest in the profits or losses of the Company. The noteholders have no rights to elect directors or officers of the Company.

Limited Transferability.

It is not anticipated that a public market will develop for the purchase and sale of the Notes, and therefore, holders of the Notes may not be able to readily liquidate their investment. Also, Notes may not be readily accepted as collateral for a loan. Transferability of the Notes is further limited because the Notes have not been registered under applicable state and federal securities laws. In addition, no purchaser will be able to transfer a Note without evidence satisfactory to the Company that registration is not required and that applicable securities laws will not be violated, and in the sole discretion of the Manager such purchaser may be required to furnish an opinion of counsel regarding said transferability.

Environmental Issues May Affect the Operation of a Property Investment.

If toxic environmental contamination is discovered to exist at a Property Investment, it might affect Seventy Ninth USA One's ability to repay money borrowed from the Company. Of particular concern may be those properties that are, or have been, the site of manufacturing, industrial or disposal activity. These environmental risks may give rise to a diminution in value of Property Investment or liability for clean-up costs or other remedial actions. This liability could exceed the value of Seventy Ninth USA One's real property.

The Property Valuation Models Used by Seventy Ninth USA One in Determining Whether to Purchase a Particular Property Investment May be Inaccurate and May Increase the Risk of Default.

Real estate valuation is an inherently inexact process and depends on numerous factors, all of which are subject to change. Appraisals or opinions of value may prove to be insufficiently supported, and the Seventy Ninth USA One's review of the value of the underlying property in determining whether to purchase a Property Investment and the value of the Property Investment may be based on information that is incorrect or opinions that are overly optimistic. These developments can negatively effect the ability of Seventy Ninth USA One to repay money borrowed from the Company.

The Notes Do Not Restrict the Company from Incurring Additional Unsecured or Secured Debt, and Do Not Impose Any Financial Restrictions on the Company.

If the Company incurs additional debt after the sales of the Notes that additional debt may adversely affect the Company's creditworthiness generally, and could result in the financial distress, insolvency, or bankruptcy of the Company. This circumstance could ultimately impair the ability of the Company to make payments on the Notes and the noteholders' ability to receive the principal and interest payments they expect to receive on the Notes.

Risks of Real Estate Property Investments

Risk of Real Estate Ownership. The Seventy Ninth USA One's investments will be subject to the risks generally incident to the ownership of real estate, including uncertainty regarding availability of cash flow to meet fixed and maturing obligations, changes in local market conditions and neighborhood characteristics, changes in interest rates, availability of mortgage funds for refinancing, changes in real estate tax rates and other operating expenses, governmental regulations and fiscal policies (including rent, wage and price controls), acts of God (which may result in uninsured losses), the financial condition of the tenants of Property Investments, and other factors beyond the Manager's control. Where rents are based on a percentage of the gross receipts of retail tenants, the Company's cash flow is dependent on the success achieved by such tenants. Where a Property Investment is net leased to one major corporate tenant, the Company's rental income from such property may depend solely upon the creditworthiness of the tenant. The Seventy Ninth USA One has not established any specific standards regarding the creditworthiness of such tenants. However, in purchasing any property subject to an existing net lease, or in entering into a new net lease with a major tenant, the Seventy Ninth USA One will consider all factors it deems relevant including, but not limited to, the financial condition of the prospective tenant and its ability to operate the Property Investment. Risks related to the Seventy Ninth USA One's Property Investments can negatively effect its ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Lack of Liquidity of Investments. The Seventy Ninth USA One's real estate investments will generally be highly illiquid compared to other asset classes. Given the nature of real estate investments, Seventy Ninth USA One may be unable to realize its investment objectives by sale or other disposition at attractive prices within any given period or may otherwise be unable to complete any exit strategy for its investments. In the event a loan repayment or other funding obligation arises at a time in which Seventy Ninth USA One's does not have sufficient cash assets to cover such payment, Seventy Ninth USA One may have to liquidate certain investments at less than their expected returns to satisfy the obligations related to other properties thereby, resulting in lower realized proceeds than might otherwise be the case. Risks related to the liquidity of Seventy Ninth USA One's Property Investments can negatively effect its ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Due Diligence and Analytic Risks. There is generally limited publicly available information about real estate properties, and Seventy Ninth USA One must therefore rely on due diligence conducted by affiliates about its acquisitions. Should the pre-acquisition evaluation of the physical condition of each new investment fail to detect certain defects or necessary repairs, the ultimate investment cost could be significantly higher than originally expected. Furthermore, should the Seventy Ninth USA One's estimates of the costs of improving, repositioning or redeveloping an acquired property prove too low, or its estimates of the time required to achieve target occupancy prove too optimistic, the profitability of the investment may be adversely affected. Risks related to due diligence can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Joint Venture Risks. Instead of making investments directly, Seventy Ninth USA One may join other parties, including affiliated companies, to make investments through memberships, joint ventures, corporations, companies or other entities. Such investments may involve risks not present in wholly-owned investments, including for example, the possibility that a co-venturer might commit fraud, become bankrupt, or may have economic or business interests or goals which are inconsistent with those of Seventy Ninth USA One, or that such co-venturer may be in a position to take action contrary to the instructions or the requests of Seventy Ninth USA One or contrary to Seventy Ninth USA One policies or objectives or otherwise have certain rights with respect to the investments, which may limit the Seventy Ninth USA One ability to protect its position and make decisions with respect to its investments. In addition, in certain circumstances, Seventy Ninth USA One may rely upon the joint venture Member for operational expertise, which reliance may ultimately not be justified. Furthermore, if such co-venturer defaults on its funding obligations, it may be difficult for Seventy Ninth USA One to make up the shortfall from other sources. Any default by such co-venturer could have an adverse effect on Seventy Ninth USA One. In addition, Seventy Ninth USA One may be liable for actions of its co-venturers. Risks related to joint ventures can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Environmental Risk. Property Investments may be exposed to undisclosed or unknown environmental problems including, without limitation, asbestos or mold. The costs associated with the removal or remediation of such substances may be greater than Seventy Ninth USA One anticipated. Under various laws and regulations, an owner or operator of real property may be liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Environmental risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Rental Property Risk. Seventy Ninth USA One may derive income from rent payments under leases with tenants at Property Investments. Tenants may delay lease commencements or renewals, fail to make rent payments (including, without limitation, any common, maintenance or housing association charges or fees) when due, declare bankruptcy, default under leases, or damage or fail to maintain Property Investments. Any tenant's default under its lease, failure to make rent payments when due or bankruptcy could result in the termination of such tenant's lease without Seventy Ninth USA One recovering all of its damages despite its rights and remedies under the lease. In addition, such defaults and other circumstances outside of Seventy Ninth USA One's control could result in a termination of a lease, and Seventy Ninth USA One may have difficulty obtaining new tenants at the rental rate it desires. Further, on expiration of any lease, market conditions may impair the Seventy Ninth USA One's ability to re-lease the applicable Property Investment at rental rates it Company desires. Rental Property risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Fixed and Variable Cost Risks. Many costs associated with a real estate investment, such as debt service and real estate taxes, are not reduced even when a property is not fully occupied, or other circumstances cause a reduction in income from the investment. These fixed costs increase the risk to Seventy Ninth USA One of an unanticipated delay in achieving target occupancy of a new or redeveloped property. Some costs associated with a real estate investment, such as maintenance and repairs, may be subject to cost increases beyond the control of Seventy Ninth USA One. Variable rate debt in a time of rising interest rates could also result in unanticipated cost increases. These cost risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Risk of Leverage. The Property Investments of Seventy Ninth USA One are expected to be leveraged, i.e., a substantial portion of the purchase price of certain Property Investments acquired by Seventy Ninth USA One will be financed through the assumption of existing mortgage indebtedness and/or by obtaining new mortgages. Such borrowing permits the acquisition of Property Investments of greater aggregate cost than could have been financed solely from Seventy Ninth USA One's capital, but it also

increases its exposure to losses. Principal and interest payments on such indebtedness will generally have to be made regardless of whether or not Seventy Ninth USA One obtains income from the related Property Investments. If mortgage payments are not paid when due, Seventy Ninth USA One may sustain a loss of its Property Investment as a result of foreclosure, and any such foreclosure may also have adverse consequences for the noteholders. In addition, lenders from whom Seventy Ninth USA One borrows may seek to impose restrictions on the future borrowing, distribution and operating policies of Seventy Ninth USA One and/or affiliates or Property Investments. These leverage risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Loan Default Risks. The mortgage loan documents for Seventy Ninth USA One's Property Investments will generally contain customary covenants, such as requirements relating to the maintenance of the property securing the debt, restrictions on pledging and creating other liens on the property, restrictions on incurring additional indebtedness, restrictions on transactions with affiliates and in some cases periodic satisfaction of financial ratios. Failure by Seventy Ninth USA One to make timely payments of principal and interest on mortgage loans or to observe these loan covenants could result in the declaration of a default by the lender. The consequences of a declaration of default include foreclosure of the mortgage, resulting in loss of both the property and the income it produces, the incurrence of substantial legal costs, the imposition of a deficiency judgment if the foreclosure sale does not result in proceeds sufficient to satisfy the mortgage, and potential adverse tax consequences. In addition, if any loan contains cross-default provisions with other properties, a default under one loan could result in default under other loans and impact other properties. These default risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Refinancing Risks. Mortgage loans on Seventy Ninth USA One's properties may be subject to relatively short maturities, which may require refinancing before the properties are disposed of. There is no assurance that replacement financing can be obtained or, if it is obtained, that interest rates and other terms would be as favorable as for the original loans. Inability to refinance a loan on favorable terms may compel the Company to attempt to dispose of the property or other properties on terms less favorable than might be obtained later. These refinancing risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

Zoning and Environmental Laws. Governmental zoning and land use regulations may exist or be promulgated that could have the effect of restricting or curtailing certain uses of existing structures or requiring that such structures be renovated or altered in some fashion. Such regulations could adversely affect the value of any of Seventy Ninth USA One's properties. In recent years, the value of real estate has also sometimes been adversely affected by the presence of hazardous substances or toxic waste on, under, or in the environs of the real estate. A substance (or the amount of a substance) may be considered safe at the time the real estate is purchased but later classified by law as hazardous. Under environmental laws, owners of properties have been liable for substantial expenses to remedy chemical contamination of soil and groundwater at their real estate even if the contamination predated their ownership. Although it is expected that Seventy Ninth USA One will exercise reasonable efforts to assure that no real estate is acquired that gives rise to such liabilities, environmental contamination cannot always be detected through readily available means, and the possibility of such liability cannot be excluded. These refinancing risks can negatively effect Seventy Ninth USA One's ability to repay money borrowed from the Company and therefore the Company's ability to repay its noteholders.

If the Company or Its Affiliates Fail to Retain Their Key Personnel, They May Not Be Able to Achieve Their Business and Investment Goals.

The Company's and its affiliate's future depends, in part, on their ability to attract and retain key personnel. Their future also depends on the continued contributions of their executive officers and other key personnel, each of whom would be difficult to replace. The loss of the services of key executive officers or key personnel and the process to replace any of the key personnel would involve significant time and expense and may significantly delay or prevent the achievement of the Company's, or other affiliates' business objectives.

The Seventy Ninth USA One's Inability to Secure and Control an Adequate Inventory of Suitable Property Investments Could Adversely Impact Their Business and the Company's Ability to Repay the Notes.

The results of the Seventy Ninth USA One's operations are dependent upon its ability to acquire an adequate number of suitable Property Investments. There can be no assurance that an adequate supply of Property Investments will be available on terms similar to those available in the past. An insufficient supply of Property Investments markets could have a material adverse effect on Seventy Ninth USA One's revenues, profitability, ability to repay money borrowed from the Company and therefore the Company's ability to repay the Noteholders.

The Company's Inability to Secure and Control an Adequate Inventory of Suitable Property Investments Could Adversely Impact Their Business and the Notes.

The results of the Company's operations are dependent upon its ability to acquire an adequate number of suitable Property Investments. There can be no assurance that an adequate supply of Property Investments will be available on terms similar to those available in the past. An insufficient supply of Property Investments in the Company's markets could have a material adverse effect on revenues, profitability, ability to service debt obligations and future cash flows.

Weather-Related and Other Events Beyond the Loan Borrower's Control May Adversely Impact the Loan Borrower's Operations.

Extreme weather or other events, such as significant snowfalls, hurricanes, tornadoes, earthquakes, forest fires, floods, terrorist attacks or war may affect the Seventy Ninth USA One's markets, operations, profitability and Property Investments. These events could have a material adverse effect upon profitability of the Seventy Ninth USA One and its ability to repay money borrowed from the Company and therefore the Company's ability to repay its Noteholders.

Other Regulatory and Legal Risks

Federal and State Securities Laws; The Company has not registered and will not register this Offering under the Securities Act in reliance on the exemption provisions of Section 4(a)(2) of the Securities Act and Regulation D promulgated by the SEC. The Company also has relied on exemptions from securities registration requirements under applicable State securities laws. Investors in the Company, therefore, will not receive any of the benefits that registration may be deemed to afford. Given the planned nature of the Company's investments, or pursuant to certain available exemptions, the Company should not be required to register as an "investment company" under the Investment Company Act of 1940, as amended (the "**1940 Act**") and noteholders will not have the protections that may be deemed to be afforded to investors under such act.

Liquidity of Notes. Investors should be aware of the long-term nature of this investment. There is not now and will not be a public market for the Notes. Because the Notes have not been registered under the Securities Act or under the securities laws of any State or foreign jurisdiction, the Notes are "restricted securities" and cannot be resold in the United States except as permitted under the

Securities Act and applicable State securities laws, pursuant to registration thereunder or exemption from such registration. It is not contemplated that registration of the Notes under the Securities Act or other securities laws will ever be affected. The Notes may also not be sold or otherwise transferred without the consent of the Company. Accordingly, a noteholder may not be able to liquidate his, her or its investment in the Notes in the event of an emergency or for any other reason, and the Notes due to their illiquid nature may not be acceptable as collateral for loans. Limitations on the transfer of the Notes may also adversely affect the price that a noteholder might be able to obtain for the Notes in a private sale.

CONFLICTS OF INTEREST

The Company is subject to various conflicts of interest arising out of its relationships with Seventy Ninth USA One and other affiliated entities. No agreements and arrangements, between the Company, Seventy Ninth USA One and other affiliates were the result of arm's length negotiations. Conflicts include but are not limited to the following:

Structure of Company. The terms and conditions upon which the Company and affiliated entities have been organized and the relationship between the Company and the affiliated entities has not been determined independently. As a result, there can be no assurance that the terms of these agreements including the loan agreements between the Company and Seventy Ninth USA One are as favorable to the Company and the affiliated entities as could be obtained from an unaffiliated party or as the result of arm's length negotiations.

No Third-Party Oversight of Performance. The performance of the Company will not be subject to review and oversight by an independent party.

Time and Attention. The management of the Company will devote only so much of their time to the business of the Company as in their judgment is reasonably required. Since the officers of the Company are also involved in other real estate ventures, they will have a conflict of interest in allocating management time, services, and functions between the Company and such other real estate ventures.

CERTAIN LEGAL MATTERS

Securities Act of 1933

The Notes have not been and will not be registered under the Securities Act, the securities laws of any State in the United States or the securities laws of any other jurisdiction, and the Company does not intend to register the Notes under such laws, unless required to do so. The Notes offered hereby are being offered in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Rule 506(c) of Regulation D promulgated thereunder and other comparable exemptions under the laws of the states and other jurisdictions where the Offering will be made. The Company is required to take reasonable steps to verify that each of the Investors is an "Accredited Investor," which may include requesting to review an Investor's tax returns or W-2 as a condition to the Company accepting an noteholder's subscription.

Anti-Money Laundering and Similar Regulations

The Company may be required to comply with Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**") and any relevant regulations and any other applicable U.S. or other laws or regulations, including regulations promulgated by the Department of Treasury's Office of Foreign Assets Control ("**OFAC**"). The Company may be required to obtain a detailed verification of the identity of each Investor in the Company, the identity of any beneficial owner of any such Investor, and the source of funds used to subscribe for Notes in the Company. Each prospective Investor will be required to

represent that it is not a prohibited person (a “**Prohibited Person**”), as defined by the USA PATRIOT Act, United States Executive Order 13224, and other relevant legislation and regulations.

Should a prospective Investor refuse to provide any information required for verification purposes, the Company may refuse to accept a subscription or may cause the redemption of the Notes held by any such Investor. The Company may at any time request such additional information from prospective Investors as is necessary in order to comply with the USA PATRIOT Act, United States Executive Order 13224, and other relevant U.S. or other anti-money laundering legislation and regulations, including regulations promulgated by OFAC.

Notes may be redeemed anytime by the Company upon payment of 100% of the unpaid principal amount or such portion thereof so redeemed, plus accrued interest thereon through the date of redemption. Such redemption right may be exercised if the Company reasonably deems it necessary to do so in order to comply with any legal requirements, including the USA PATRIOT Act, United States Executive Order 13224, and any other relevant anti-money laundering legislation and regulations, including regulations promulgated by OFAC, applicable to the Company, the Company or any of the Company’s other service providers, or if so ordered by a competent U.S. or other court or regulatory authority.

TRANSFER OF NOTES

The Notes have not been registered under the Act. Consequently, they may be transferred only if they are registered under the Act or an exemption from such registration is available for the transaction.

Any certificates representing the Notes will contain the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AVAILABLE EXEMPTIONS FROM SUCH REGISTRATION, PROVIDED THAT THE HOLDER DELIVERS TO THE COMPANY AN OPINION OF COUNSEL (WHICH OPINION AND COUNSEL ARE SATISFACTORY TO THE COMPANY) CONFIRMING THE AVAILABILITY OF SUCH EXEMPTION UPON COMPANY’S REQUEST.

SUBSCRIPTION PROCEDURES

An investor desiring to subscribe for Notes in the Company will be required to complete the Subscription Agreement and such other documents as the Company may request and deliver them to the Company. Subscriptions will not be effective unless and until accepted by the Company. Investors will not become shareholders of the Company.

All subscriptions are irrevocable. The Company, in its sole discretion, may at any time withdraw and terminate this Offering, in whole or in part or in respect of any particular jurisdiction, if any such offering would adversely affect the Company. Subscriptions will be accepted in accordance with the eligibility criteria set for in this Memorandum and the Subscription Agreement.

INVESTMENT REQUIREMENTS

The Notes are being offered to investors who are “accredited investors” and who meet the suitability standards set forth herein.

Under the terms contained in the Subscription Agreement, each prospective investor is required to represent that the Notes it acquires are being acquired for investment purposes only, and not with a view to resale or distribution. The Notes are suitable investments only for “sophisticated” investors for whom, among other matters, an investment in the Company does not constitute a complete investment program and who fully understand, are willing to assume, and have the financial resources necessary to withstand the risks involved in the Company’s investment program. Prospective investors must be able to bear the potential loss of their entire investment.

The term “accredited investor,” includes (i) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.00 USD; (ii) any employee benefit plan within the meaning of the ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000.00 USD, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors; (iii) any organization described in Section 501(c)(3) of the Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.00 USD; (iv) any director, executive officer, managing member or general partner of the issuer of the securities being offered or sold, or any director, executive officer, managing member or general partner of a general partner of that issuer; (v) any trust with total assets in excess of \$5,000,000.00 USD, not formed for the-specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment); (vi) any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his or her purchase exceeds \$1,000,000.00 USD but excluding from net worth as an asset the value of the subscriber’s primary residence and excluding as a liability the amount of any indebtedness secured by such primary residence up to such value (except to the extent of any non-acquisition indebtedness incurred within the preceding 60 days), (vii) any natural person who had an individual income in excess of \$200,000.00 USD in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000.00 USD in each of those years and has a reasonable expectation of reaching the same income level in the current year; (viii) any revocable trust that may be revoked by the grantor at any time and whose grantors are all accredited investors; and (ix) any entity in which all the equity owners are accredited investors.

Each prospective investor will be required to represent that: (a) such investor is an accredited investor; (b) such investor’s overall commitment to investments which are not readily marketable is reasonable in relation to its net worth; (c) such investor is willing and able to bear the economic risk of its investment in the Company, has no need for liquidity with respect thereto and is able to sustain a significant loss of its investment; (d) such investor has read this Memorandum for purposes of evaluating the risks of investing in the Company; (e) such investor has substantial experience in making investment decisions; and (f) such investor is purchasing Notes for its own account, for investment, and not with a view to resale.

Each prospective investor electing to acquire Notes must bear the economic risk of its investment for an indefinite period of time because the Notes have not been registered under the Securities Act and therefore cannot be transferred unless subsequently registered under the Securities Act or an exemption from such registration is available. It is not contemplated that any such registration will ever be in effect or that certain exemptions provided by rules promulgated under the Securities Act (such as Rule 144) will be available under a given set of circumstances.

The Company may, in its sole discretion, elect to waive certain parts of the investment requirements set forth above, in cases where it believes that such a waiver will not have a material adverse effect on the Company.

Each prospective investor is urged to consult with its own advisers to determine the suitability of an investment in the Company and the relationship of such an investment to the purchaser's overall investment program and financial and tax position.

PRIVACY POLICY

The Company collects nonpublic, personal data about Subscribers from (i) information it receives from Subscription Agreements, (ii) information disclosed to the Company through conversations or correspondence, and (iii) any additional information the Company may request from Subscribers. All information regarding the personal identity, account balance, financial status, and other financial information of Subscribers ("personal information") will be kept strictly confidential. In the normal course of business, it is sometimes necessary for the Company to provide personal information about Subscribers to management, attorneys, accountants and auditors in furtherance of the Company's business, and entities that provide a service on behalf of the Company, such as banks.

The Company will only disclose personal information to these third parties if such parties agree to protect the personal information and use the personal information only for the purposes of providing services to the Company. Other than for the purposes discussed above, the Company does not disclose any nonpublic, personal information of its Subscribers unless the Company is directed by the Subscriber to provide it or the Company is legally required to provide it to a governmental agency.

ADDITIONAL INFORMATION

The Company will make reasonable efforts to furnish any qualified investor with any additional information he or she desires which is not set forth herein and to provide an opportunity for inquiry concerning the terms and conditions of this Offering, including information requested to verify the accuracy of the information contained in this Memorandum. Except as otherwise indicated, information appearing in this Memorandum is as of the date appearing on the cover page hereof, and neither the delivery hereof nor the reaffirmations of an acquisition of Notes shall create an implication that the affairs of the Company have continued without change since that date.

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APPENDIX A

SELECTED PRIOR OFFERINGS

THE BELOW HIGHLIGHTS PROMISSORY NOTE OFFERINGS THAT HAVE BEEN MADE BY THE 79TH GRP LTD OR ITS AFFILIATES. THE COMPANY WILL NOT OWN AN INTEREST IN ANY OF THESE PROPERTIES. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS.



LL1 (Luxury Living One)

Open/Closed? Closed	Type Multi-Asset	Minimum Investment £25,000.00 GBP	Return 15%
Frequency 7.5% B.A	Target Raise £5 million	Opening Date 11/09/2020	Closing Date 31/12/2021



LL2 (Luxury Living Two)

Open/Closed? Closed	Type Hexham	Minimum Investment £10,000.00 GBP	Return 12%
Frequency 1% Monthly	Target Raise £2.5 million	Opening Date 26/09/2021	Closing Date 30/12/2021



LL3 (Luxury Living Three)

Open/Closed? Closed	Type Ivy House	Minimum Investment £10,000.00 GBP	Return 12%
Frequency 1% Monthly	Target Raise £1.25 million	Opening Date 28/09/2020	Closing Date 01/06/2022



LL4 (Luxury Living Four)

Open/Closed? Extended	Type Multi-Asset	Minimum Investment Series A: £10,000.00 GBP Series B: £25,000.00 GBP	Return Series A: 12% Series B: 15%
Frequency Series A: 1% Monthly Series B: 7.5% B.A	Target Raise £3 million	Opening Date 11/03/2022	Closing Date 31/08/2023



LL5 (Luxury Living Five)

Open/Closed?

Open

Type

Multi-Asset

Minimum Investment

Series A: £10,000.00 GBP

Series B: £25,000.00 GBP

Series C: £10,000.00 GBP

Series D: £25,000.00 GBP

Return

Series A: 12%

Series B: 15%

Series C: 30%
(two year term)

Series D: 15%
(two year term)

Frequency

Series A: 1% Monthly

Series B: 7.5% B.A

Series C: 1.25% Monthly

Series D: 8.75% B.A

Target Raise

£37.5 million

Opening Date

24/08/2022

Closing Date

31/08/2023



GRP 1 (Group One)

Open/Closed?

Closed

Type

Kirklake

Minimum Investment

£10,000.00 GBP

Return

15%

Frequency

7.5% B.A

Target Raise

£2.5 million

Opening Date

11/09/2020

Closing Date

31/12/2021



CM1 (Commercial One)

Open/Closed?

Closed

Type

Multi-Asset

Minimum Investment

£10,000.00 GBP

Return

12%

Frequency

1% Monthly

Target Raise

£3 million

Opening Date

20/12/2020

Closing Date

TBC



LTH (Lusso Tesoro Holdings)

Open/Closed?

Closed

Type

Multi-Asset

Minimum Investment

£25,000.00 GBP

Return

12 Month: 15%

24 Month: 35%

Frequency

12 Month: 7.5%

24 Month: 8.5%

Target Raise

£10 million

Opening Date

11/09/2021

Closing Date

30/06/2022



LTL (Lusso Tesoro Limited)

Open/Closed? Closed	Type Multi-Asset	Minimum Investment £10,000.00 GBP	Return 12%
Frequency 1% Monthly	Target Raise £3.5 million	Opening Date 27/01/2021	Closing Date 30/06/2022



**SEVENTY
NINTH™
GROUP**

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