



**SEVENTY  
NINTH™  
GROUP**

**The 79th Group Inc.**  
**Seventy Ninth USA One**



# Instructions for Subscribing to The 79th Group Inc. Promissory Note

## The 79th Group Inc.

These instructions relate to the offering of promissory notes (the “Notes”) of The 79th Group Inc., a Delaware corporation (the “Company”) pursuant to the Confidential Offering Memorandum dated November 21, 2022, and the exhibits thereto (and as the same may be, from time to time amended and supplemented, the “Memorandum”). All capitalized terms used in these instructions and not otherwise defined have the mean ascribed to such terms in the Memorandum.

The Subscription Booklet contains the documents you need complete, sign and return to the Company in order to purchase Notes; accordingly, please:

- 1. Read all Documents.** Read the Memorandum, the Subscription Agreement, and the Note;
- 2. Complete and Sign the Subscription Agreement.** Provide all the information requested for natural persons or for all other subscribers in the attached Subscription Agreement and sign the Subscription Agreement where noted; and
- 3. Accredited Investor Verification Methods.** You may use any **ONE** of the following three verification methods to provide verification of your status as an accredited investor.

**(A) THIRD PARTY VERIFICATION:** This method requires confirmation on the letterhead of a registered broker-dealer, investment advisor, lawyer or CPA stating that you are an accredited investor and dated as of the date of your subscription. Letters must be substantially in the form of the attached **Exhibit A** to the Subscription Agreement;

**(B) INCOME:** Individual prospective investors only may elect to provide a copy of Form W-2, or Form 1099, or Schedule K-1 of Form 1065 AND a filed Form 1040 for the past two years and a reasonable expectation of reaching the same income level in the current year.

**(C) NET WORTH:** Individual prospective investors only may elect to provide a copy of bank or brokerage statement, certificates of deposit or tax assessment, and/or independent third party appraisal reports dated within past 3 months of your subscription showing value in excess of \$1,000,000 AND a recently dated (no older than 90 days of your subscription) credit report from at least one national consumer reporting agency.

If you elect to use either method (B) or (C) please forward the necessary documents to the Company - you may contact the Company at [investorrelations@grassifundservices.com](mailto:investorrelations@grassifundservices.com) for assistance and further information.

- 4. Forward Documents.** Return a copy of the completed and signed Subscription Agreement, a copy of your government issued photo ID, verification of your “accredited investor” status by email to [investorrelations@grassifundservices.com](mailto:investorrelations@grassifundservices.com).

- 5. Forward Payment.** Payment for the full purchase price of the note you are acquiring may be made either by bank wire or check. On acceptance of your application, Grassi Fund Services will provide you with payment instructions to complete your purchase of your note.

Upon acceptance, a conformed counter-signed copy of your subscription will be emailed to you and your funds will be available for use by the Company as further described in the Memorandum.

**If you have any questions about completing your subscription, please contact:**  
[investorrelations@grassifundservices.com](mailto:investorrelations@grassifundservices.com)

## PROMISSORY NOTE SUBSCRIPTION AGREEMENT

This Promissory Note Subscription Agreement (the “**Agreement**”) is made and dated as of November 21, 2022, by and between The 79th Group Inc., a Delaware corporation (the “**Company**”), and the undersigned subscriber (the “**Subscriber**”).

WHEREAS, pursuant to its Confidential Offering Memorandum the Company is offering for sale: (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 semi-annual interest payments in a total aggregate amount of \$20 million in principal in an offering pursuant to SEC Rule 506(c) (the “**Offering**”); and

WHEREAS, the Subscriber desires to subscribe for and purchase one or more notes (the “**Note(s)**”) in an amount as set forth opposite such Subscriber’s name on the signature page hereof .

NOW, THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the parties hereby agree as follows:

### 1. SUBSCRIPTION AGREEMENT

- 1.1 **Subscription for Note.** Subject to the terms and conditions herein the Subscriber hereby subscribes for and agrees to purchase the Note in the principal amount set forth upon the signature page hereof. This subscription and agreement represent an irrevocable offer by the Subscriber to subscribe for said Note, except as expressly provided herein. This Agreement, subject to the terms hereof, shall become a contract for the sale of said Note upon the acceptance hereof by the Company.
- 1.2 **Right to Accept or Reject.** The Company reserves the unrestricted right to accept or reject this or any other subscription, in whole or in part, to borrow less than the principal amount of the Note subscribed for herein, and to withdraw its offer at any time.
- 1.3 **Payment.** This subscription offer is accompanied by (i) a check payable to the order of the Company in an amount equal to the principal amount of the Note (or written confirmation of a corresponding wire transfer to an account identified by the Company); and (ii) the original copy of this Agreement, with Schedule A hereto, completed and signed by the Subscriber. Upon acceptance by the Company, the Company will execute and deliver the Note to the Subscriber.
- 1.4 **Non-Acceptance.** If this subscription is not accepted by the Company by, on or before 30 days from the date the investor’s money is transferred, or such later date to which the Offering is extended by the Company (the “**Termination Date**”), the subscription by the Subscriber herein shall cease to be effective, the funds of such Subscriber shall be returned to the Subscriber in full, without interest, and, notwithstanding any provision herein to the contrary, this Agreement shall be void and of no effect whatsoever and shall not bind the Company in any manner or respect.
- 1.5 **Subscriber’s Representations and Warranties.** The Subscriber hereby makes the representations and warranties set forth below with the express intention that they be relied upon by the Company in determining the suitability of the Subscriber to purchase the Note. If the Subscriber is purchasing the Note subscribed for hereby in a fiduciary capacity, the representations and warranties set forth herein are made on behalf of the person or persons for whom the Subscriber is so purchasing.
  - (a) If the Subscriber is an individual, he or she is at least 21 years of age and a bona fide resident and domiciliary (not a temporary or a transient resident) of the location shown in Schedule A, and has no intention of becoming a resident of any other state or jurisdiction.

- (b) The Subscriber is fully aware that the Note subscribed for hereunder has not been registered under the Securities Act of 1933, as amended (the “**Act**”), or under any applicable state securities law. The Subscriber further understands that the Note that is being sold will be issued in reliance on the exemptions from the registration requirements of the Act and in reliance on exemptions from the registration requirements of various state securities laws, on the grounds that the Offering has been limited to investors who or which qualify as accredited investors under the requirements of Rule 501(a) promulgated under the Act.
- (c) The Subscriber is acquiring the Note for his or her own account (or in such fiduciary capacity as is indicated) as principal for the Subscriber’s investment and not with a view to resale or distribution.
- (d) Immediately prior to execution of this Agreement by the Subscriber, the Subscriber was able to bear the economic risk of the investment contemplated hereby, and either:
  - (i) The Subscriber had such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment; or,
  - (ii) The Subscriber and the Subscriber’s purchaser representative together had such knowledge and experience in financial and business matters that they were capable of evaluating the merits and risks of the prospective investment.
- (e) The Subscriber (or the Subscriber’s purchaser representative if the Subscriber has authorized such):
  - (i) acknowledges that he or she has received and reviewed the Confidential Private Placement Memorandum regarding the offer of the Notes; and
  - (ii) has been given the opportunity to ask questions of, and receive answers from, the officers of the Company concerning the terms and conditions of the Offering and to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information that was otherwise provided.
- (f) The Subscriber recognizes that purchase of the Note involves a high degree of risk and has taken full cognizance of and understands such risks. In deciding whether to purchase the Note subscribed for herein, the Subscriber has weighed these risks against the potential return.
- (g) Considering all relevant factors in the Subscriber’s financial (and, if an individual, personal) circumstances, the Subscriber is able to bear the economic risk of the investment. The Subscriber has adequate means of providing for the Subscriber’s current needs (and, if an individual, possible personal contingencies) and has no need in the foreseeable future for liquidity of the investment in the Note. The Subscriber’s financial responsibility, measured by net worth and after-tax income, is such that the subscription for and purchase of the Note hereunder is not material when compared to the Subscriber’s total financial capacity.
- (h) The Subscriber fully understands and agrees that the Subscriber must bear the economic risk of investment in the Note for an indefinite period of time because, among other reasons, the Note being subscribed for hereunder has not been registered under the Act or under applicable state securities laws; there is no public market for the Note; there are substantial restrictions on the transferability of the Note being subscribed for hereunder and it may not be possible for the Subscriber to liquidate the investment. The Subscriber further understands that the Company is under no obligation to register the Note.

- (i) The Subscriber has sought such accounting, legal and tax advice as the Subscriber has considered necessary to make an informed investment decision.
- (j) The Subscriber is aware that no federal or state agency has made any finding or determination as to the fairness of investment in the Note, nor any recommendation or endorsement of any such investment.
- (k) The Subscriber acknowledges that if a purchaser representative has been utilized by the Subscriber in evaluating the investment as contemplated hereby, the Subscriber has been advised by such purchaser representative as to the merits and risks of the investment in general and the suitability of the investment for the Subscriber in particular, and such purchaser representative has co-executed this Agreement.
- (l) The Subscriber has received, completed and returned to the Company Schedule A relating to the Subscriber's general ability to bear the risks of an investment in the Company and suitability as an investor in a private offering, and the Subscriber hereby affirms the correctness of the answers to Schedule A and all other written or oral information concerning the Subscriber's suitability provided to the Company by, or on behalf of, the Subscriber.
- (m) The Subscriber acknowledges and is aware that the Note is a speculative investment which involves a high risk of loss by the Subscriber of his or its entire investment in the Company.
- (n) The Subscriber agrees to indemnify and hold harmless the Company and its affiliates from any liability, loss or expense (including reasonable attorney's fees, judgments, fines and amounts paid in settlement, payable as incurred) if the Subscriber, alone or with others, breaches any of the representations or warranties contained in this subscription offer.
- (o) The Subscriber acknowledges that any estimates or forward-looking statements or projections included in the Confidential Private Placement Memorandum were prepared by the Company in good faith, but that the attainment of any such projections, estimate or forward looking statements cannot be guaranteed by the Company, its management or its affiliates and should not be relied upon.
- (p) The Subscriber hereby represents that, except as expressly set forth in the Offering Documents, no representations or warranties have been made to the Subscriber by the Issuer or by any agent, sub-agent, officer, employee or affiliate of the Issuer and, in entering into this transaction, the Subscriber is not relying on any information other than that contained in the Offering Documents and the results of independent investigation by the Subscriber.
- (q) No oral or written representations have been made, or oral or written information furnished, to the Subscriber or his, her or its advisors, if any, in connection with the offering of the Interests which are in any way inconsistent with the information contained in the Offering Documents.
- (r) All information provided by the Subscriber is true and accurate in all respects, and the Subscriber acknowledges that the Issuer will be relying on such information to its possible detriment in deciding whether the Issuer can sell these securities to the Subscriber without giving rise to the loss of the exemption from registration under applicable securities laws.
- (s) The Subscriber has taken no action which would give rise to any claim by any person for brokerage commissions, finders, fees or the like relating to this Subscription Agreement or the transactions contemplated hereby.

- (t) The Subscriber is not relying on the Issuer, or any of its employees, agents or sub-agents with respect to the legal, tax, economic and related considerations of an investment in the Interests, and the Subscriber has relied on the advice of, or has consulted with, only his, her or its own advisors, if any.

**1.6 Entity Representations.** If this subscription is by a corporation, partnership, limited liability company, association, joint stock company, trust or unincorporated organization, such entity hereby represents that it was not organized for the purpose of acquiring the Note. If the Subscriber is a partnership, each partner of such partnership hereby represents that each representation by the Subscriber set forth herein is correct both as to the partnership and as if made by such partner personally.

**1.7 Agent Representations.** If this subscription is executed by a person acting in a representative capacity for a corporation or trust, or as an agent for any person or entity, such person represents that it has full authority to execute this Agreement in such capacity and on behalf of such corporation, trust, person or entity.

**1.8 Survival of the Agreement.** The subscription herein shall survive the death or disability of any Subscriber, and this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of any such Subscriber. All pronouns and any variation thereof used herein shall be deemed neuter, singular or plural as the identity of the Subscriber may require. In addition, the foregoing representations, warranties and agreements shall survive the closing and this Agreement.

## **2. RESTRICTIONS ON TRANSFERS**

**2.1 Certificate Legends.** Each Note shall be stamped or otherwise imprinted with a legend in the following form (in addition to any other legend required under applicable state securities laws or otherwise):

THIS PROMISSORY NOTE (THE "NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY STATE SECURITIES LAWS. THIS NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED, SOLD, RESOLD, OFFERED FOR SALE OR RESALE, PLEDGED OR HYPOTHECATED, COLLECTIVELY, "TRANSFERRED" OR, A "TRANSFER") IN THE ABSENCE OF A REGISTRATION OR QUALIFICATION WITH RESPECT TO THIS NOTE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY (AS DEFINED BELOW) THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS NOTE MAY NOT BE TRANSFERRED WITHOUT THE CONSENT OF THE COMPANY, WHICH MAY BE WITHHELD IN THE COMPANY'S SOLE DISCRETION.

**2.2 Transfers in Violation.** Any sale, assignment, transfer, pledge, hypothecation, mortgage or disposition of the Note, by gift or otherwise, that is in violation of any provision of this Agreement shall be void and of no effect whatsoever, and shall not be recognized by the Company as transferring any interest in the Note.

### 3. COMPANY REPRESENTATIONS

The Company makes the following representations and warranties with the express intention they be relied upon by the Subscriber in purchasing the Note.

- 3.1 **Organization.** The Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets.
- 3.2 **Corporate Power.** The Company has all requisite corporate power to execute and deliver this Agreement and the Note and to carry out and perform its obligations under the terms of this Agreement and the Note.
- 3.3 **Authorization.** All corporate action on the part of the Company, its directors and its shareholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the issuance and delivery of the Note has been taken or will be taken. This Agreement and the Note, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws.
- 3.4 **Compliance with Other Instruments.** The execution, delivery and performance of this Agreement and the issuance and delivery of the Note will not result in any violation or be in conflict with or constitute a default under the Articles of Incorporation or Bylaws of the Company, any judgment, decree or order by which the Company is bound, any agreement to which the Company is a party or any statute, rule or regulation applicable to the Company or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any properties or assets of the Company.

### 4. MISCELLANEOUS PROVISIONS

- 4.1 **Amendment.** Neither this Agreement nor any of the terms or provisions hereof may be amended, modified, supplemented or waived except by a written instrument signed by both of the parties.
- 4.2 **Binding Agreement.** This Agreement is a binding obligation of the Subscriber and shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, neither this Agreement nor any of the parties' rights, interests or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.
- 4.3 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law provisions thereof.
- 4.4 **Nondisclosure.** The Subscriber expressly agrees to maintain any information disclosed to the Subscriber concerning the Company and its affiliates, including the Confidential Private Placement Memorandum, in confidence and shall not disclose the information to any other person.
- 4.5 **Counterparts.** This Subscription Agreement may be executed in counterparts. Upon the execution and delivery of this Subscription Agreement by the Subscriber, this Subscription Agreement shall become a binding obligation of the Subscriber with respect to the purchase of the Note as herein provided; subject, however, to the right hereby reserved by the Company to (i) enter into the same agreements with other subscribers, (ii) add and/or delete other persons as subscribers and (iii) reduce the amount of or reject any subscription.



- 4.6 Invalidity.** The holding of any provision of this Subscription Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Subscription Agreement, which shall remain in full force and effect.
- 4.7 Other Documents.** The Subscriber agrees to execute and deliver all such further documents, agreements and instruments and take such other and further actions as may be necessary or appropriate to carry out the purposes and intent of this Subscription Agreement.

[SCHEDULE A AND INVESTOR SIGNATURE PAGE TO FOLLOW]

## SCHEDULE A - PURCHASER QUESTIONNAIRE

Name of Subscriber:

This Schedule is to be given to each individual who has expressed an interest in purchasing a Promissory Note (the “**Note**”) from The 79th Group Inc. (the “**Company**”). The purpose of this Schedule is to determine whether you meet the standards imposed by Regulation D and Rules 501(a) and 505 and/or 506 promulgated under the Securities Act of 1933, as amended (the “**Act**”), since the Note has not been registered under the Act, and may be sold in reliance upon the exemptions provided by Regulation D and Rules 505 and/or 506 promulgated thereunder.

Please contact [investorrelations@grassifundservices.com](mailto:investorrelations@grassifundservices.com) if you have any questions in answering this Questionnaire.

The undersigned Subscriber represents and warrants to the Company that:

- (a) The information contained herein is complete and accurate and may be relied upon by the Company; and,
- (b) The Subscriber will notify the Company immediately of any material change in any information occurring prior to the acceptance or rejection of the Subscriber’s subscription for the Note.

Your answers will, at all times, be kept strictly confidential; however, each individual who agrees to purchase a Note hereby agrees that the Company may present this Schedule to such parties as it deems appropriate in order to ensure that the offer and sale of the Note to you will not result in violation of the exemption from the registration requirements under the Act which is being relied upon in connection with the sale of the Note.

A separate Schedule must be completed for each co-owner of a Note, except that spouses may complete a joint Schedule.

### INSTRUCTIONS:

**IF THE INVESTOR IS A PARTNERSHIP**, PLEASE ATTACH AN EXECUTED COPY OF THE PARTNERSHIP AGREEMENT AND ALL AMENDMENTS THERETO.

**IF THE INVESTOR IS A CORPORATION**, PLEASE ATTACH A COPY OF THE ARTICLES OF INCORPORATION AND A BOARD OF DIRECTORS RESOLUTION (CERTIFIED BY THE SECRETARY OF THE CORPORATION) AUTHORIZING THIS INVESTMENT.

**IF THE INVESTOR IS A TRUST**, PLEASE ATTACH A COPY OF THE TRUST AGREEMENT AND ALL AMENDMENTS THERETO.

**IF THE INVESTOR IS A LIMITED LIABILITY COMPANY**, PLEASE ATTACH A COPY OF THE OPERATING AGREEMENT AND ALL ATTACHMENTS THERETO.

**BIOGRAPHICAL INFORMATION**

(If Joint Subscriber, provide information for both)

1. Name(s):

Birthdate

Birthdate

2. Address Where I Reside:

**ACCREDITED INVESTORS**

1. FOR INDIVIDUAL INVESTORS ONLY:

Initial

I certify that I have an individual net worth, or my spouse and I have a combined net worth, in excess of \$1,000,000. For purposes of this Questionnaire, "net worth" means a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase of the Note(s), exceeds \$1,000,000 (exclusive of such persons primary residence and after deducting any indebtedness on such residence in excess of its market value).

and/or

Initial

I certify that I had individual income, exclusive of any income attributable to my spouse, of more than \$200,000 in each of the two calendar years preceding the calendar year in which this Questionnaire is submitted, and I reasonably expect to have an individual income in excess of \$200,000 during the current calendar year.

and/or

Initial

I certify that my spouse and I had joint income of more than \$300,000 in each of the two calendar years preceding the calendar year in which this Questionnaire is submitted, and reasonably expect to have joint income in excess of \$300,000 during the current calendar year.

**2. FOR CORPORATIONS, BUSINESS TRUSTS, PARTNERSHIPS AND LIMITED LIABILITY COMPANIES:**

Initial

(a) Subscriber certifies that it was not formed for the specific purpose of acquiring the Note and that Subscriber has total assets in excess of \$5,000,000.

and/or

Initial

(b) Subscriber certifies that all of its equity owners are accredited investors under either 1(a) above, 1(b) above (i.e., \$1,000,000 net worth), or 1(c) or 1(d) above (i.e., \$200,000 individual or \$300,000 joint income). Please list below the names of all equity owners and the manner in which they qualify (check applicable category).

**Check the Applicable Column**

Names of All Equity Owners	Director, Executive Officer	\$1,000,000 Net Worth	\$200,000 (individual) or \$300,000 (joint) Minimum Income

**3. FOR TRUSTS:**

Initial

(a) The undersigned financial institution certifies that it is (i) a bank, savings and loan association, or other regulated financial institution; (ii) acting in its fiduciary capacity as trustee; and (iii) subscribing for the purchase of the Note on behalf of the subscribing trust.

and/or

Initial

(b) The undersigned certifies that the subscribing trust has total assets in excess of \$5,000,000, and that the person making the investment decision on behalf of the trust has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Note.

and/or

Initial

(c) The undersigned certifies that it is a revocable trust that may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors under either 1(a) above, 1(b) above (i.e., \$1,000,000 net worth), or 1(c) or 1(d) above (i.e., \$200,000 individual or \$300,000 joint income). Please list below the names of all grantors.

**Check the Applicable Column**

Names of All Equity Owners	Director, Executive Officer	\$1,000,000 Net Worth	\$200,000 (individual) or \$300,000 (joint) Minimum Income

**4. FOR INDIVIDUAL RETIREMENT ACCOUNTS:**

Initial

The undersigned hereby certifies that the beneficiary thereof is an accredited investor under either 1(a) above, 1(b) above (i.e., \$1,000,000 net worth), or 1(c) or 1(d) above (i.e., \$200,000 individual or \$300,000 joint income).

**5. FOR 501(c)(3) ORGANIZATIONS:**

Initial

The undersigned hereby certifies that it is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the Note, with total assets in excess of \$5,000,000.

**SIGNATURE PAGE**  
(For Individuals)

This page constitutes the signature page for INDIVIDUALS for the Promissory Note Subscription Agreement and Schedule A.

IN WITNESS WHEREOF, the Subscriber has executed the Promissory Note Subscription Agreement and Schedule A this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Investor

Signature of Spouse (or Joint Investor, if any)

Print Name of Investor

Print Name of Spouse (or Joint Investor, if any)

Social Security Number of Investor

Social Security Number of Spouse  
(or Joint Investor, if any)

Investor Address:

Spouse (or Joint Investor, if any) Address:

**PRINCIPAL AMOUNT OF PROMISSORY NOTE SUBSCRIBED FOR:**

Series 1 10% Promissory Notes with a twelve month term and quarterly interest payments:  
\$ \_\_\_\_\_.

Series 2 12% Annual Promissory Notes with a twenty-four month term and semi-annual interest payments:  
\$ \_\_\_\_\_.

**Accepted by the Company**

The 79th Group Inc.

Signed  
By:

Name:

Title:

Dated:

**SIGNATURE PAGE**  
(For Non-Individuals)

This page constitutes the signature page for entities for the Promissory Note Subscription Agreement and Schedule A. In addition, by signing this page below the undersigned represents and warrants to the Company that the signatory has the authority to execute this Agreement on the entity's behalf, the entity has the power, right and authority to invest in the Note and enter into the transactions contemplated thereby, and this Agreement is a valid and binding agreement of the entity enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Subscriber has executed the Promissory Note Subscription Agreement and Schedule A this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Entity:

Address:

State of Organisation:

Tax Identification Number:

Signed By:

Print Name:

Title:

PRINCIPLE AMOUNT OF PROMISSORY NOTE SUBSCRIBED FOR:



**Accepted by the Company**

The 79th Group Inc.

Signed  
By:

Name:

Title:

Dated:

**GENERAL ELIGIBILITY REPRESENTATIONS**  
**Bad Actor Questionnaire and Certification**

Has the Subscriber (Please check the applicable box):

i.	<p>been convicted, within the last ten years, of any felony or misdemeanor:</p> <ul style="list-style-type: none"> <li>a. in connection with the purchase or sale of any security;</li> <li>b. involving the making of any false filing with the SEC; or</li> <li>c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?</li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
ii.	<p>been subject to any order, judgment or decree of any court of competent jurisdiction, entered within the last five years, that restrains or enjoins one from engaging or continuing to engage in any conduct or practice:</p> <ul style="list-style-type: none"> <li>a. in connection with the purchase or sale of any security;</li> <li>b. involving the making of any false filing with the SEC; or</li> <li>c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?</li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
iii.	<p>been subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:</p> <ul style="list-style-type: none"> <li>a. bars one from (i) association with an entity regulated by such commission, authority, agency, or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities; or</li> <li>b. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the last ten years?</li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
iv.	<p>been subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Exchange Act (15 U.S.C. 78o(b) or 78o-4(c)) or Section 203(e) or (f) of the Advisers Act (15 U.S.C. 80b-3(e) or (f)) that:</p> <ul style="list-style-type: none"> <li>a. suspends or revokes one's registration as a broker, dealer, municipal securities dealer or investment adviser;</li> <li>b. places limitations on one's activities, functions or operations; or</li> <li>c. bars one from being associated with any entity or from participating in the offering of any penny stock?</li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

v.	<p>been subject to any order of the SEC entered within the last five years that orders one to cease and desist from committing or causing a violation or future violation of:</p> <p>a. any scienter-based anti-fraud provision of the federal securities laws, including, without limitation, Section 17(a)(1) of the Securities Act (15 U.S.C. 77q(a)(1)), Section 10(b) of the Exchange Act (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, Section 15(c)(1) of the Exchange Act (15 U.S.C. 78o(c)(1)) and Section 206(1) of the Advisers Act (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or</p> <p>b. Section 5 of the Securities Act (15 U.S.C. 77e)?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
vi.	<p>been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
vii.	<p>filed (as a registrant or issuer), or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the last five years was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
viii.	<p>been subject to a United States Postal Service false representation order entered within the last five years or currently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**NOTE:** The relevant look-back periods are measured from the date of conviction or sanction, not from the date of the conduct that led to the conviction or sanction.

## EXHIBIT A

### THIRD PARTY ACCREDITED INVESTOR CERTIFICATION

[Letterhead of Registered Broker-Dealer, Registered Investment Adviser, Certified Public Accountant, or Licensed Attorney]

To: The 79th Group Inc. (the “**Company**”)

The undersigned has been requested by \_\_\_\_\_ (“**Client**”) to provide this Certification (“**Certification**”) as part of Client’s proposed investment in the Company, pursuant to a private placement under Rule 506(c) being conducted by the Company pursuant to a Confidential Offering Memorandum dated 21st November 2022.

I am, and have served Client as, a (check all that apply):

- |  |   |
|--|---|
| <input type="checkbox"/> FINRA registered broker-dealer    | <input type="checkbox"/> Licensed attorney who is in good standing in the laws of the jurisdiction in which he or she is admitted to practice law                     |
| <input type="checkbox"/> SEC registered investment adviser | <input type="checkbox"/> Certified public accountant who is duly registered and in good standing in the laws of the place of his or her residence or principal office |

I have known and served Client since (insert date):\_\_\_\_\_.

I understand that a person or an entity is considered an accredited investor if he/she or it satisfies any of the criteria set forth on Schedule A hereto.

In reaching my conclusion that Client is an “accredited investor” as of the date of this Certification, I reviewed the following documents provided to me by Client (please check as applicable):

- Form W-2, Form 1099, or Schedule K-1 of Form 1065, and a filed Form 1040 form verifying Client’s income for the past two years;
- A credit report from at least one of the nationwide consumer reporting agencies and one of the following documents:
  - Bank statement dated within the past three months showing assets in excess of \$1 million;
  - Bank statement dated within the past three months showing assets in excess of \$5 million;
  - Brokerage statement dated within the past three months showing assets in excess of \$1 million;
  - Brokerage statement dated within the past three months showing assets in excess of \$1 million.

The undersigned hereby authorizes the Company to rely on this Certification.

This Certification is being provided to the Company as of the date hereof.

Very truly yours,

[Name of: Registered Broker-Dealer, Registered Investment Adviser, Certified Public Accountant, or Licensed Attorney]

Signed By:

Name:

Title:

## Schedule A

A person or an entity is considered an “accredited investor” if he/she or it satisfies any of the following criteria:

- A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of such person’s purchase of the Note(s), exceeds \$1,000,000 (exclusive of such persons primary residence and after deducting any indebtedness on such residence in excess of its market value);
- A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, a broker or dealer registered pursuant to Section 15 of the Exchange Act; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Partnership Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Partnership licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a 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; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, 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 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; a corporation; a Massachusetts or similar business trust; or a partnership; in each case, not formed for the specific purpose of acquiring the Note(s) and with total assets in excess of \$5,000,000;
- A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Note(s), whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; and
- An entity in which all of the equity owners are accredited investors.



**SEVENTY  
NINTH™  
GROUP**

**Address**

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