SUBSCRIPTION DOCUMENTS

FOR

PARK STREET TUSCANY, LLC

HOW TO SUBSCRIBE

Prior to subscribing for interests in Park Street Tuscany, LLC (the "Company"), prospective investors should read carefully all of the documents contained in this package (the "Subscription Documents"), the Limited Liability Company Agreement (as may be amended or supplemented from time to time) and the Confidential Private Placement Memorandum of the Company, and all appendices and attachments thereto (as they may be amended and supplemented from time to time). To subscribe for a Class B Unit of the Company, which may be represented by Tuscany National Tokens ("Tokens"), which is intended to be a new series of Ethereum-based smart contract digital tokens, prospective investors must complete all of the Subscription Documents in the manner described below.

- 1. **Subscription Agreement:** After reading the subscription agreement carefully, complete the signature page of the Subscription Agreement. Fill in the subscription amount and choose the signature block which best represents the type of investor (*i.e.*, Individual or Entity) by checking the corresponding box adjacent, and date, print the name of the investor and sign (printing name, capacity and title, if applicable).
- 2. W-9 Tax Form: Complete, sign and date a Form W-9 in accordance with the instructions on the Form, which can be found attached hereto as Annex 2.
- 3. Evidence of Authorization: Individuals should provide a copy of a passport or a driver's license with photograph and their country of citizenship. Corporations must submit certified corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Documents. Corporations must also provide a copy of the certificate of incorporation or other information identifying the place of incorporation. Partnerships must submit a certified copy of the partnership certificate (in the case of limited partnerships) and a partnership agreement identifying the general partners. Limited liability companies must submit a copy of the operating agreement identifying the manager or managing member, as applicable, and a copy of the certificate of formation or other information identifying the place of formation. Trusts must submit a copy of the trust agreement. Employee benefit plans must submit a certificate of an appropriate officer certifying that the subscription has been authorized and identifying the individual empowered to sign the Subscription Documents. Entities may be required to furnish other or additional documentation evidencing the authority to invest in the Company as determined by Park Street Development Group, LLC ("PSDG") and Buena Vista Hospitality Group, Inc. ("BVHG"), (collectively the "Sponsors").
- **4. Delivery of Subscription Documents:** All executed and completed Subscription Documents, consisting of a completed and signed (a) Subscription Agreement, (b) Form W-9, and (c) any required evidence of authorization, as described in "Evidence of Authorization" above, must be delivered electronically to:

Attn: Park Street Tuscany, LLC Hello@TuscanyNationalToken.com

Inquiries regarding subscription procedures should be directed to your investment advisor.

Upon receipt of all your Subscription Documents, verification of your investment qualifications and acceptance of your Subscription Agreement by the Company (which reserves the right to accept or reject a subscription, in whole or in part, for any reason whatsoever), the Company will notify you of the receipt and acceptance of your subscription (or the relevant portion thereof).

SUBSCRIPTION AGREEMENT

PARK STREET TUSCANY, LLC

Park Street Tuscany, LLC 1550 Tiburon Blvd. G336, Tiburon, CA 91920

Ladies and Gentlemen:

This Subscription Agreement (the "Agreement") is entered into by and among the undersigned (the "Investor") and Park Street Tuscany, LLC, a Delaware limited liability company (the "Company"), in connection with the Investor's purchase of an undivided fractional economic interest in the Company through ownership of Class B Units of the Company, which may be represented by Tuscany National Tokens ("Tokens"), which is intended to be a new series of Ethereum-based smart contract digital tokens. A purchase of Class B Units may or may not also be a purchase of Tokens. Upon development of the Tokens, each investor who has purchased Class B Units may also become a token holder of the Company. When this Agreement is referring to Tokens, it is referring to Class B Units (whether or not tokenized) and any references to "Token Holders" refers to holders of Class B Units (whether or not such Class B Units are tokenized). Each Token will have a value equivalent to one Class B Unit as defined in the Limited Liability Company Agreement (as may be amended from time to time, the "Company Agreement") on the terms and conditions set forth in this Agreement, the Company Agreement and the Confidential Private Placement Memorandum of the Company (the "Memorandum"), including all appendices and attachments thereto (collectively an "Interest"). If this Agreement conflicts with the Memorandum or Company Agreement, the Company Agreement and Memorandum shall govern. In the case of a subscription for the account of a trust or other entity, the term "Investor" shall refer, as the context indicates, to the trustee, fiduciary, or representative making the investment decision and executing the Agreement, to the trust or other entity, or both. Capitalized terms used herein and not defined herein have the meanings set forth in the Company Agreement.

- 1. **Subscription**. The Investor hereby irrevocably subscribes for an Interest representing a commitment to make an aggregate cash contribution to the capital of the Company (a "<u>Capital Commitment</u>") in the amount set forth on the acceptance page to this Agreement, which amount shall be no more than the amount set forth on the signature page to this Agreement. The Investor acknowledges and agrees that the subscription for an Interest made pursuant to this Agreement (i) will not entitle the Investor to an Interest unless and until the subscription is accepted by Park Street Development Group, LLC ("<u>PSDG</u>") and Buena Vista Hospitality Group, Inc. ("<u>BVHG</u>"), (collectively the "<u>Sponsors</u>") and (ii) may be accepted or rejected in whole or in part by the Sponsors in their sole discretion. Subject to the Sponsor's acceptance, in whole or in part, of the Investor's offer to subscribe for the Interest, the Investor agrees to be bound by all terms, provisions, and conditions of the Company Agreement and this Agreement.
- 2. Representations and Warranties of the Investor. The Investor hereby represents and warrants to, and agrees with, the Company and the Sponsors that the following representations, warranties, and agreements are made for the benefit of the Company and the Sponsors, are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription, and as of each such date, do not and will not omit to state and material fact necessary in order to make the statements contained therein not misleading. The Investor further agrees that if any of the following representations or warranties cease to be true and correct in any respect, the Investor will promptly notify the Sponsors of the facts pertaining to such changed circumstances.
 - (a) The Investor has been furnished and has carefully read, considered, and understood the Memorandum and the Company Agreement. The Investor understand that an investment in the Company is speculative and involves substantial risks and the Investor is fully cognizant of and understands all of the risk factors relating to the purchase of an Interest, including but not limited to, those risks set forth under "Risk Factors" in the Memorandum.
 - (b) The Investor is purchasing an Interest (i) for investment purposes only, and (ii) (1) for its own account or (2) for the account of a person or persons for whom such Investor acts as a trustee or in any other representative capacity or of a commingled pension trust or other institutional investor (with the identity of each such person, trust, or institutional investor disclosed to the Company in writing, which writing is returned with this Agreement (A) with respect to each of which the Investor has full investment discretion, (B) for each of which the Investor has the full power and authority to make the acknowledgements, representations, warranties, and agreements set forth in this Agreement, and (C) with respect to each of which the Investor does not have any contract, undertaking, or arrangement with any person to sell, transfer, or grant a participation with respect to the Interest, and (iii) the Investor has no present intention, agreement, or arrangement for the distribution, transfer, assignment, resale, or subdivision of the Interest. The Investor understands that, due to the

restrictions set forth in paragraph (d) below, and the lack of any market existing or to exist for Interests, the Investor's investment in the Company will be highly illiquid and may have to be held indefinitely.

- (c) The Investor's overall investment in the Company and other investments that are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in the Company. The Investor has adequate means of providing for the Investor's financial requirements, both current and anticipated, and the Investor can bear and is willing to accept the economic risk of losing the Investor's entire investment in the Company. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company and understands the risks of, and other considerations relating to, a purchase of an Interest, including the matters set forth in the Memorandum and the Company Agreement.
- (d) The Investor understands that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state of the United States or the securities laws of any other country or jurisdiction, not is such registration contemplated and are being offered and sole in reliance on an exemption from registration pursuant to Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder ("Regulation D"), which reliance is based in part upon the Investor's representations set forth herein. The Investor understands and agrees further that Interests must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from registration under the Securities Act covering the sale of Interests is available. Even if such exemption is available, the assignability and transferability of Interests will be governed by the Company Agreement, which imposes substantial restrictions on transfer. The Investor acknowledges that neither the SEC nor any foreign or state securities commission has approved or disapproved the Interests or passed upon the accuracy or adequacy of the Memorandum.
- (e) The Investor is an "accredited investor" as such term is defined in Rule 501 of Regulation D. To the extent that any "look-through" rules apply to Investor under the Securities Act, each Person that holds an equity interest in the Investor is, and each Person that at any time in the future holds an equity interest in the Investor will be, an "accredited investor."
- (f) The Investor understands that the Company will not be registered as an investment company under the Investment Company Act of 1940, as amended.
- (g) To the full satisfaction of the Investor, the Investor has been furnished any materials the Investor requested relating to the Company, the offering of Interests, or any statement made in the Memorandum or the Company Agreement, and the Investor has been afforded the opportunity to ask questions of the Company and the Sponsors concerning the Company and the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any statements, representations, or information set forth in the foregoing materials to make an informed investment decision with respect to an investment in the Company.
- (h) Other than as set forth herein, in the Memorandum, or in the Company Agreement, the Investor is not relying, and will not rely with respect to its investment in the Company, upon any other information (including, without limitation, any advertisement, article, notice, or other communication published in any newspaper, magazine, website, or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Company, the Sponsors, their respective affiliates or any agent or representative of them, written or otherwise, in determining to invest in the Company, and expressly acknowledges that none of the Company, the Sponsors, or any of their directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents makes or has made any representations or warranties to it in connection therewith. The Investor has, independently and without reliance upon the Company, the Sponsors, or any of their directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents, and based on such documents and information as the Investor has deemed appropriate, made its own appraisal of, and investigation into, the business, operations, property, financial and other condition, creditworthiness, and consequences of investing in the Company and the investments to be made by the Company and made its own investment decision with respect to its prospective investment in the Company. The Investor has consulted, to the extent deemed appropriate by the Investor, with the Investor's own advisers as to the financial, tax, legal, accounting, regulatory, and related matters concerning an investment in the Company and on that basis understands the financial, tax, legal, accounting, regulatory, and related consequences of an investment in the Company and believes that an investment in the Company is suitable and appropriate for the Investor. The Investor acknowledges that Winston & Strawn LLP represents only the Company and the Sponsors, and not the Investor, in connection with the formation of the Company and the offering of the Interests, and the Investor has been advised to consult independent legal and tax counsel.

- (i) If the Investor is an entity, the Investor represents and warrants to the Company that the Investor is duly organized, formed, or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of organization, formation, or incorporation, and that it has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement and the Company Agreement, and to subscribe for and purchase an Interest hereunder. The Investor's purchase of an Interest and the execution, delivery, and performance of this Agreement and the Company Agreement (i) have been authorized by all necessary corporate or other action on the Investor's behalf, (ii) require no action by, or in respect of, and no filing with, any governmental body, agency, or official (except as disclosed in writing to the Sponsors and either obtained or fully complied with), (iii) with the understanding that the assets of the Company are not intended to be "plan assets" as defined for purposes of Section 3(42) of ERISA, do not and will not contravene, or constitute a default under, and (iv) any provision of applicable law, rule, or regulation, or of its certificate of incorporation, memorandum and articles of association, by-laws, trust agreement, partnership agreement, company agreement, operating agreement, or other comparable organizational or governing document or any agreement, judgment, injunction, order, decree, or other instrument to which the Investor is a party or by which Investor or any of the Investor's properties or assets is or may be bound, and this Agreement and the Company Agreement are the Investor's legal, valid, and binding obligations, enforceable against the Investor in accordance with their respective terms. The Investor agrees, upon the request of the Sponsors, to deliver any documents, including an opinion of counsel to the Investor, evidencing the existence of the Investor, the legality of the Investor's investment in the Company, and the authority of the person executing this Agreement on behalf of the Investor.
- (j) If the Investor is an individual, the Investor represents and warrants to the Company that the Investor has all requisite legal capacity to acquire and hold the Interest and to execute, deliver, and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for an Interest. The execution and delivery by the Investor of, and compliance by the Investor with, this Agreement, the Company Agreement, and each other document required to be executed and delivered by Investor in connection with this subscription for an Interest does not violate or represent a breach of, or constitute a default under, any instruments governing the Investor, any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor is bound.
- (k) This Agreement has been duly executed by the Investor and constitutes, and the Company Agreement, when the Investor is duly admitted as a Token Holder, will constitute, a valid and legally binding agreement of the Investor, enforceable against it in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws relating to or affecting creditor's rights generally, by equitable principles (whether considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing.
- (1) The Investor has, based on its own investigation of the Company, made its own independent analysis of the likelihood of its success. The Investor acknowledges and agrees that any information regarding economic and market information contained in the Memorandum has been obtained or derived from sources prepared by other parties and that none of the Company, the Sponsors, or any of their respective directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents assumes any responsibility for the adequacy, accuracy, completeness, or reliability of such information. Furthermore, the Investor acknowledges and agrees that the Memorandum has not been updated by the Sponsors since the date indicated on the Memorandum and does not purport to be comprehensive or complete or to contain all information or to describe all material risks and potential conflicts of interest that a potential Investor may consider material in making a decision to invest in the Company and the Investor must perform its own independent due diligence and independent analysis of the merits and risks of an investment in the Company prior to subscribing for an Interest. The Investor acknowledges each of the disclaimers set forth in the legends contained in the Memorandum and further acknowledges and agrees that such Memorandum is proprietary information and does not give rise to any legal obligation on the part of the Company, the Sponsors, or any of their respective directors, officers, employees, partners, shareholders, affiliates, advisers, attorneys-in-fact, representatives, or agents.
- (m) The Investor was offered an Interest through private negotiations, not through any general solicitation or general advertising, and in the state listed in the Investor's permanent address provided to the Company (or its agents) and intends that the securities laws of that state govern the Investor's subscription.
- (n) The Investor is not aware that any person, and has been advised that no person (other than tZERO Securities, LLC and any placement agent as described in the Memorandum) will receive from the Company any compensation as a broker, finder, adviser or in any other capacity in connection with the purchase of Tokens.
- (o) The Investor will not transfer or deliver any interest in its Interest except in accordance with the restrictions set forth in

- the Company Agreement.
- (p) The Investor will bear all of the costs, fees, and expenses incurred by the Investor in connection with this subscription, regardless of whether such subscription is accepted or rejected by the Sponsors.
- (q) The Investor (i) has not been convicted, within the past ten (10) years, of any felony or misdemeanor within the United States (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the Securities and Exchange Commission ("SEC"); or (C) arising our of the conduct off the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers or securities; (ii) is not subject to any order, judgment, or decree of any court of competent jurisdiction, entered within the past five (5) years, that restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (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; (iii) is not subject to a final order of a state securities commission (or an agency or officer or 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 U.S. National Credit Union Administration that (A) bars the Investor from: (x) association with an entity regulated by such commission, authority, agency, or officer; (y) engaging in the business of securities, insurance, or banking; or (z) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past ten (10) years; (iv) is not subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended (the "Advisers Act") that (A) suspends or revokes the Investor's registration as a broker, dealer, municipal securities dealer, or investment adviser, (B) places limitations on the Investor's activities, functions, or operations, or (C) bars the Investor from being associated with any entity or from participating in the offering of any penny stock; (v) is not subject to any order of the SEC entered within the past five (5) years that orders the Investor to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act, and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or (B) Section 5 of the Securities Act; (vi) is not suspending 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 constituting conduct inconsistent with just and equitable principles of trade; (vii) has not filed (as a registrant or issuer), or was not or was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past five (5) 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; (viii) is not subject to a United States Postal Service false representation order entered within the past five (5) years, or is not subject to 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 representation. In addition, each of the foregoing representations in this paragraph 2(p) is true with respect to reach other person, who, within the meaning of Section 506(d) of Regulation D, would be a "beneficial owner of 20% or more of the issuer's outstanding voting equity securities" with respect to the Investor's interest in the Company. The Investor will promptly notify the Sponsors if any part of this paragraph 2(p) ceases to be true and correct at any time in the future (with respect to the Investor or such of its beneficial owners at such time).
- (r) The Investor is not a Plan Investor (defined below) or subject to any Similar Law (defined below). If an Investor is a Plan Investor that is, or is acting (directly or indirectly) on behalf of (1) a Plan (defined below) that is subject to Part 4 of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or an entity that is deemed to hold the assets of such a Plan by reason of a Plan's investment in the entity (a "Benefit Plan Investor"), or (2) subject to any provisions of any federal, state, local, non-U.S., or other laws or regulations that are similar to Part 4 of Title I of ERISA or Section 4975 of the Code (each, a "Similar Law"), then the Investor represents and warrants that: (i) the decision to invest in the Company was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Similar Law) (a "Fiduciary") of the Plan that is unrelated to the Company, Sponsors, or any of their employees, representatives, or Affiliates and duly authorized to make such an investment decision on behalf of the Plan (the "Plan Fiduciary"); (ii) the Plan Fiduciary has been informed of and understands the Company's investment objectives, policies, limitations, fee structure, and strategies and taken into consideration its duties under Part 4 of Title I of ERISA and any applicable Similar Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in

authorizing the Plan's investment in the Company, is qualified to authorize the investment, and has concluded that such investment is prudent; (iii) the Plan's subscription to invest in the Company and the purchase of an Interest contemplated thereby, and the entire process leading to such subscription and purchase, is permitted and in accordance with the terms of the Plan's governing instruments and compiles with all applicable requirements of ERISA, the Code, and all applicable Similar Law and does not constitute a fiduciary breach or non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law; (iv) the governing documents of each applicable Plan permit the payment of expenses of the Company, as described in the Memorandum; (v) the Plan Fiduciary acknowledges and agrees that neither the Company, the Sponsors, nor any of their employees, representatives, or Affiliates has provided any investment advise with respect to the Investor's decision to invest or continue to invest in the Company and otherwise been or will be a fiduciary with respect to the Plan or the Investor with respect to the Investor's decision to invest in or continue to invest in the Company; (vii) the Plan Fiduciary acknowledges and agrees that none of the Company or Sponsors or any of their employees representatives or Affiliates exercises any discretionary authority or control with respect to the management or disposition of the Plan assets used to invest in the Company or renders any investment advise of any kind for a fee, with respect to the assets of the Plan, or has authority to do so; and (viii) the Company intends to restrict ownership of Interests by Benefit Plan Investors to an aggregate value of less than twenty-five percent (25%) (excluding from the calculation of such percentage Interests held by the Sponsors and any employee or affiliate thereof) and the Plan Fiduciary acknowledges and agrees that the Plans' investment in the Company will be subject to sale, transfer, or redemption as necessary to prevent investments by Benefit Plan Investors from equaling or exceeding twenty-five percent (25%) of the Company's assets. "Plan" includes (x) an employee benefit plan (as such term is defined for purposes of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (y) a plan, individual retirement account, or other arrangement that is described in Section 4975 of the Code, whether or not subject to Section 4975 of the Code, and (z) an entity or fund (including insurance company general and separate accounts), the assets of which are deemed to include assets of any of the foregoing types of plans, accounts, or arrangements for purposes of Title I of ERISA or Section 4975 of the Code. A "Plan Investor" is any Investor that is, or is acting (directly or indirectly) on behalf of, a Plan.

- (s) If the Investor is (directly or indirectly) investing the assets of a Plan that is subject to any other federal, state, local, non-U.S., or other laws or regulations that could cause the underlying assets of the Company to be treated as assets of the Plan by virtue of its investment in the Company and thereby subject the Company and the Sponsors (or other persons responsible for the investment and operation of the Company's assets) to any applicable Similar Law, then the Investor represents and warrants that Company's assets will not constitute the assets of such Plan under the provisions of that Similar Law.
- (t) The Investor has not borrowed any portion of its capital contributions to the Company, either directly or indirectly, from the Company, the Sponsors, or any of the Sponsor's affiliates.
- (u) If the undersigned is acting as nominee or custodian for another person, entity, or organization in connection with the Interest, the undersigned as so indicated to the Company (or its agents). The representations and warranties contained in this Section 2 regarding the Investor are true and accurate with regard to the person, entity, or other organization for which the undersigned is acting as nominee or custodian.
- (v) The Investor acknowledges and agrees that the Sponsors and the Company may provide in electronic medium (including via e-mail or website access) any disclosure or document that is required by applicable securities laws to be provided to the Investor.

3. Taxpayer Certification.

- (a) The Investor represents and warrants that the information that it has provided pursuant to Annex 1 hereto is true and correct as of the date hereof.
- (b) The Investor certifies under penalties of perjury that the Investor is a "United States person" within the meaning of Code Section 7701(c)(3) and has completed the Form W-9 attached hereto as Annex 2, that the information contained therein is correct and that the name and address provided to the Company (or its agents) are correct.
- (c) Upon request, the Investor will provide the Sponsors with any required waiver of local privacy laws that could otherwise prevent disclosure of information to the Sponsors or the Internal Revenue Service (the "IRS") for purposes of Chapter 3, Chapter 4, or Chapter 61 of the Code, and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the Sponsors to comply with information reporting requirements pursuant to Chapter 3, Chapter

- 4, or Chapter 61 of the Code. The Investor will (x) provide written notice to the Company within ten (10) days of any change in the Investor's U.S. tax or withholding status, and (y) execute properly and provide to the Company, within ten (10) days of written request by the Sponsors, any other tax documentation that may be reasonably requested by the Sponsors in connection with the operation of the Company, including without limitation any document requested by the Sponsors in order to comply with Section 1471 through 1474 of the Code ("FATCA") or establish an exemption or reduction in withholding under FATCA.
- (d) The Investor understands that investors who fail to provide their correct social security numbers or employer identification numbers could be subject to United States withholding tax on a portion of their distributive shares of the Company's income.
- (e) The Investor understands that the tax consequences of an investment in the Company depend upon the individual circumstances of the Investor. The Investor further understands that there can be no assurance that the Code or the U.S. Department of Treasury Regulations thereunder ("<u>Treasury Regulations</u>"), or any non-U.S. tax laws, will not be amended or applied in such a manner as to deprive the Investor of some or all of the tax benefits which it might otherwise expect to receive from its investment in the Company.
- (f) The Investor covenants that it (i) will provide any form, certification, or other information reasonably requested by and acceptable to the Company that is necessary for the Company (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Company receives payments, (B) to satisfy reporting or other obligations under the Code, the Treasury Regulations, any agreement with the U.S. Treasury Department or any other government division or department, or any applicable intergovernmental agreement or implementing legislation, or (C) to make payments (including withdrawal proceeds) to the Investor free of withholding or deduction, (ii) will update or replace such form, certification, or other information in accordance with its terms or subsequent amendments or as requested by the Company, and (iii) will otherwise comply with any reporting and/or tax information exchange obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation. The Investor consents to the Company (or any agent of the Company) providing such information or materials, or any other detail relating to the investment, to any relevant taxation authority as may be required under relevant tax information exchange obligations and to any governmental authority or to any person or entity from which the Company receives payments.
- (g) The Investor hereby agrees, upon request by the Company or Sponsors, to timely provide any information and comply with any requirements (including the filing of any tax returns and the payment of any taxes) that the Sponsors determine is or are necessary or advisable to reduce the amount of tax, interest, penalties, or similar amounts the cost of which is (or would otherwise be) borne by the Company (directly or indirectly) or to make any election permitted by the Code.
- (h) The Investor does hereby further waive any right granted in connection with the tax laws of any state or local jurisdiction to participate in any administrative proceeding of the Company for each of the taxable years in which the Investor is a partner in the Company for purposes of the tax laws of such state or local jurisdiction. The Investor hereby agrees that upon request by the Sponsors, it will provide any additional information or documentation, execute any forms or other documents, and take any other action required by law to effect such a waiver.

The Investor acknowledges that information provided in connection with the Investor's investment in the Company may be filed with the IRS or any state or local taxing authority upon the commencement of any administrative proceeding of the Company.

4. Source and Use of Funds.

(a) Neither the Investor nor any person or entity having a direct or indirect beneficial interest in the Interest to be acquired: (i) appears on the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") List of Specially Designated Nationals and Blocked Persons ("SDN List"), or is otherwise a person or entity with which the Company is prohibited to deal with under the laws of the United States; or (ii) is a person or entity identified as a terrorist or terrorist organization on the SDN List or any other relevant lists maintained by governmental authorities. The Investor further represents that the monies to be used to fund the Investor's capital contributions to the Company have not been, and will not be, derived from, invest for the benefit of, or related in any way to, the government of, or persons or entities located within, any country or region: (i) under a U.S. embargo enforced by OFAC; (ii) that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering; or (iii) that has been designated by the U.S. Secretary of the Treasury as a "primary money-laundering concern." The Investor further represents that, if the Investor is a natural person, the Investor is not a person who is or has been trusted with prominent public functions, such as head of state or of government; a senior politician; a senior government, judicial, or military official; a senior executive of a state-owned corporation; an important political party official; or a close family member or close associate of any such person. The Investor further represents and warrants that the Investor: (i) has conducted thorough due diligence with respect to all of its beneficial owners, (ii) has established the identifies of all

beneficial owners and the source of each beneficial owner's funds, and (iii) will retain evidence of any such identifies, any such source of funds, and any such due diligence. Pursuant to applicable anti-money laundering laws and regulations, the Sponsors may be required to collect documentation verifying the Investor's identify and the source of funds used for the Investor's capital contributions to the Company before, and from time to time, after acceptance by the Sponsors of this Agreement. The Investor further represents that the Investor does not know or have any reason to suspect that (i) the monies to be used to fund the Investor's capital contributions to the Company have been or will be derived from or related to any illegal activities, including, but not limited to, money laundering activities, and (ii) the proceeds from the Investor's investment in the Company will be used to finance any illegal activities. The Investor further represents and warrants that it has conducted appropriate due diligence of any beneficial owner who is: (i) a Senior Foreign Political Figure ("SFPF"); (ii) an immediate family member of the SFPF; (iii) a person who is widely known (or is actually known by the Investor) to maintain a close personal relationship with any such individual; or (iv) a corporation, business, or other entity that has been formed by or for the benefit of such individual. An "SFPF" is: (i) a current or former senior official in the executive, legislative, administrative, military, or judicial branch of a foreign government (elected or not); (ii) a senior official of a major foreign political party; (iii) a senior executive of a foreign government owned commercial enterprise, being a corporation, business, or other entity formed by or for the benefit of any such individual; or (iv) any corporation, business, or other entity formed by or for the benefit of such an individual.

- (b) The Investor will provide to the Sponsors at any time during the term of the Company such information as the Sponsors determine to be necessary or appropriate to: (i) comply with the relevant anti-money laundering laws, rules, and regulations of any applicable jurisdiction; and (ii) respond to requests for information concerning the identity of Token Holder from any governmental authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update such information. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable laws or regulations, the Sponsors may undertake appropriate actions, and the Investor agrees to cooperate with such actions, to ensure continued compliance with applicable laws or regulations, including, but not limited to, freezing, segregating, or requiring the Investor to withdraw the Investor's Interest in the Company. The Investor further understands and agrees that the Sponsors may release confidential information about the Investor (and, if applicable, any underlying beneficial owners of the Investor) to appropriate authorities if such Sponsors, in their sole discretion, determinates that it in the Company's best interests to do so in light of applicable laws and regulations.
- (c) The representations and warranties set forth in this paragraph 4 shall be deemed repeated and affirmed by the Investor to the Sponsors as of each date that the Investor makes a capital contribution to, or receives distribution from, the Company. If at any time during the term of the Company the representations and warranties set forth in this paragraph 4 cease to be true, the Investor shall promptly so notify the Sponsors in writing.
- 5. **Further Advice and Assurances**. All information that the Investor has provided to the Company (or its agents), including the information in this Agreement, is true, correct, and complete as of the date hereof, and the Investor agrees to notify the Sponsors immediately if any representation, warranty, or information contained in this Agreement becomes untrue or incomplete at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners, as the Company may reasonably request from time to time to verify the accuracy of the Investor's representations and warranties herein, establish the identity, tax residency, and citizenship of the Investor and the direct and indirect participants in its investment in the Company, to the extent applicable and/or comply with any law, order, rule, or regulation to which the Company or the Sponsors may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose.
- 6. **Indemnity**. The Investor understands that the information provided herein will be relied upon by the Company and the Sponsors for the purpose of determining the eligibility of the Investor to purchase an Interest. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Company, the Sponsors, their respective affiliates, and each of their directors, officers, partners, members, managers, shareholders, employees, representatives, agents, and affiliates from and against any loss, claim, damage, or liability due to or arising out of a breach of any representation, warranty, covenant, confirmation, or agreement of the Investor contained in this Agreement or in any other document provided by the Investor to the Company or in any agreement (other than the Company Agreement) executed by the Investor with the Company or the Sponsors in connection with the Investor's investment in the Company.

7. Power of Attorney.

(a) The Investor hereby irrevocably constitutes and appoints the Sponsors, with full power of substitution, as its true and lawful

attorney-in-fact and agent, place and stead, to execute, acknowledge, verify, swear to, deliver, record, and file all instruments, documents, and certificates which may from time to time be required by the laws of the U.S., the State of Delaware, any other jurisdiction in which the Company conducts or plans to conduct its affairs, or any political subdivision or agency thereof to effectuate, implement, and continue the valid existence and affairs of the Company, including, without limitation, the power and authority to execute, verify, swear to, acknowledge, deliver, record, and file: (i) the Company Agreement, (ii) all certificates and other instruments, including any amendments to the Company Agreement or the Company's Certificate of Limited Company, which the Sponsors deem appropriate to form, qualify, or continue the Company as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and all other jurisdictions in which the Company conducts or plans to conduct its affairs; (iii) any amendments to the Company Agreement or any other agreement or instrument which the Sponsors deem appropriate to (A) effect the addition, substitution or removal of any Token Holder or Sponsors pursuant to the Company Agreement or (B) effect any other amendment or modification to the Company Agreement that does not require, under the terms of the Company Agreement, the approval of all the partners of the Company; provided, that partners in the Company holding the interest in the Company specified in the Company Agreement as being required for such amendment have signed or otherwise approved such amendment and all other required signatures and approvals have been obtained; (iv) all conveyances and other instruments which the Sponsors deem appropriate to reflect the dissolution and termination of the Company pursuant to the terms of the Company Agreement, including the writing required by the Act to cancel the Certificate; (v) certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in the State of Delaware and all other jurisdictions in which the Company conducts or plans to conduct its affairs; (vi) all agreements and instruments necessary or advisable to cause the Company to consummate or otherwise hold any Investment; and (viii) all instruments relating to transfer of Interests or to the admission of any substitute Token Holder.

- (b) The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy, or legal disability of the Investor and shall extend to its successors and assigns. Any person dealing with the Company may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular, and binding, without further inquiry. The Investor hereby agrees, if required by the Sponsors, to execute and deliver to the Sponsors within five (5) days after the receipt of a request therefor, such further designations, powers of attorney, or other instruments as the Sponsors shall reasonably deem necessary for the purposes hereof. The Investor hereby waives any and all defense which may be available to contest, negate, or disaffirm the actions of the Sponsors taken in good faith under such power of attorney.
- 8. Consent to Electronic Delivery of Schedule K-1s (and if applicable, Schedule K-3s). The Investor hereby acknowledges that it has read Annex 3 attached hereto related to consents to receive Schedule K-1s (Partner's Share of Income, Deductions, Credits, etc.), and if applicable, Schedule K-3s (Partner's Share of Income, Deductions, Credits, etc. International) from the Company electronically via e-mail, the internet, and/or other electronic reporting medium in lieu of paper copies.
- 9. **Privacy Notice**. If an Investor is a natural person, the Investor has receive and read a copy of the privacy notice with respect to the Asset Manager's collection and maintenance of non-public personal information regarding the Investor attached hereto as Attachment 1.
- 10. Confidentiality. The investment by the Investor in the Company, including without limitation this Agreement, the Company Agreement, and the Memorandum, including their existence, shall be considered confidential information (the "Confidential Information") and shall not be disclosed by the Investor to any person not being a party hereto or to the Company Agreement, except to the respective professional advisers of the Investor, including, but not limited to, the legal advisers, auditors, and bankers, or with the prior written consent of the parties to this Agreement. In the event the Investor becomes legally compelled (including, without limitation, pursuant to any laws and regulations or any rule of a stock exchange or regulatory body) to disclose Confidential Information, the Investor shall provide the Company and the Sponsors with prompt written notice of that fact so that the Company and/or the Sponsors may seek a protective order, confidential treatment, or other appropriate remedies. In such event, the Investor shall furnish only that portion of the Confidential Information which is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.
- 11. **tZERO Securities**. The Investor agrees that tZERO Securities, LLC will be a third-party beneficiary of this Agreement and all representations made by Investor in this Agreement may be relied on by tZERO Securities, LLC.
- 12. **Miscellaneous**. This Agreement is not assignable by the Investor without the prior written consent of the Sponsors. The representations and warranties made by the Investor in the Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by the Company, its agents or the Sponsors. Any information provided to the Company (or

its agents) including without limitation any representations and warranties, are an integral part of this Agreement and shall be deemed incorporated by reference herein. This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument, and shall be governed by and construed in accordance with the laws of the State of Delaware. An executed signature page of this Agreement may be delivered via facsimile, electronic mail (including portable document (PDF) or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.DocuSign.com) or other transmission method and any counterpart so delivered shall be deemed effective as delivery of a manually executed signature page of this Agreement. UNLESS OTHERWISE AGREED BY THE SPONSORS IN WRITING, THE INVESTOR AND THE SPONSORS, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST THE SPONSORS OR THE PARTNERSHIP (OR THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS, IN THEIR CAPACITY AS SUCH OR IN ANY RELATED CAPACITY), IN ANY WAY RELATING TO THE PARTNERSHIP, THIS AGREEMENT, THE COMPANY AGREEMENT, THE MEMORANDUM, OR ANY RELATED MATERIALS. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Captions and headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

Remainder of page intentionally left blank.

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth below.

	Requested Capital Commitment: (Increments of \$5,000)				
Date:	\$				
subscription is being made to purchase the Interest. As Agreement on behalf of the Investor, but should indicate In all cases, the person or entity actually making the sign this Agreement. For example, if the Investor purdirected or made by a third party trustee, then that the	the "Investor" is the person or entity for whose account the nother person or entity with investment authority may execute this te the capacity in which it is doing so and the name of the Investor. investment decision to purchase the Interest should complete and chasing an Interest is a retirement plan for which investments are hird party trustee must complete this Agreement rather than the lies to trusts, custodial accounts and similar arrangements.				
Please only Check and Sign the appropriate signature is an "Individual." If the Investor is not a natural per	block below. If the Investor is a natural person, then the Investor son, then the Investor is an " Entity ."				
INDIVIDUAL OR JOINT¹ INVESTOR BLO	·				
(Print Name)	(Print Name)				
(Signature)	(Signature)				
(Social Security Number)	(Social Security Number)				
ENTITY INVESTOR BLOCK FOR PARTN COMPANY, TRUST, CUSTODIAL ACCO	IERSHIP, CORPORATION, LIMITED LIABILITY UNT OR OTHER INVESTOR:				
(Print Name of Entity)					
By:(Signature)					
(Print Name and Title)					
(Employer Identification Number)					

Signature Page to Subscription Agreement of Park Street Tuscany, LLC

¹ If the account is a joint account, the other authorized signatory on such account must also execute this Agreement.

ACCEPTANCE OF SUBSCRIPTION

(to be executed only by the Sponsors)

The Sponsors hereby accept the above application for subscription for an Interest on behalf of the Company as of the date set forth below.

Park Street Tuscany, LLC By: PSDG and BVHG its Sponsors Name of Accepted Individual/Joint/Entity: By: Park Street Development Group, LLC Name: ______ Title: _____ Date: _____ By: Buena Vista Hospitality Group, Inc. Name: ______ Title: _____ Date: _____

ANNEX 1

U.S. Federal Income Tax Status

Please initial next to the categories that describe you:

(A)	For purposes of U.S. federal income tax, you are:
	An individual who is a U.S. citizen or resident alien
	A U.S. trust, partnership, or S corporation
	A U.S. C corporation
	A U.S. bank, trust company or insurance company
	A U.S. federal, state or local government, or a subdivision or instrumentality of a federal, state or local government
	An individual who is a nonresident alien
	A foreign trust or partnership
	A foreign corporation
	A foreign government, or a subdivision or instrumentality of a foreign government
	If none of the foregoing categories accurately describe your classification for purposes of U.S. federal income taxes, please describe yourself below:
(B)	You are:
	Not exempt from U.S. federal income tax
	Exempt from U.S. federal income tax generally, but subject to the unrelated business income tax of Code Section 511
	Exempt from U.S. federal income tax and exempt from the unrelated business income tax of Code Section 511

ANNEX 2

Form W-9 (as herein attached)



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	е у	bu begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.													
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the ow entity's name on line 2.)	/ner's nam	e on li	ine 1,	and en	ter th	e busi	iness	/disre	egarc	led			
Print or type. See Specific Instructions on page 3.	2	2 Business name/disregarded entity name, if different from above.													
	3a	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):								
	LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. Other (see instructions)					Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)									
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions					(Applies to accounts maintained outside the United States.)						i			
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester	's nan	ne and address (optional)										
	6	City, state, and ZIP code													
	7	List account number(s) here (optional)													
Par	tΙ	Taxpayer Identification Number (TIN)													
Enter	vou	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoi	id S	ocial	secu	rity nuı	nber								
backı reside	ip w ent a	ithholding. For individuals, this is generally your social security number (SSN). However, for lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	ra			-		_							
		is your employer identification number (EIN). If you do not have a number, see $\ensuremath{\textit{How to get}}$	a OI	. '				_							
TIN, la	ater.		OI .					er identification number							
		be account is in more than one name, see the instructions for line 1. See also What Name and Give the Requester for guidelines on whose number to enter.	nd		_										
Par	t II	Certification								<u> </u>					
Unde	pe	nalties of perjury, I certify that:													
1. The	nu	mber shown on this form is my correct taxpayer identification number (or I am waiting for a	number	to be	issu	ed to r	ne); a	and							
2. I ar Ser	n no	t subject to backup withholding because (a) I am exempt from backup withholding, or (b) I (IRS) that I am subject to backup withholding as a result of a failure to report all interest or er subject to backup withholding; and	have not	beer	noti	fied by	the	Inter				am			
3. I ar	n a	J.S. citizen or other U.S. person (defined below); and													
4. The	FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is correc	ct.											
		ion instructions. You must cross out item 2 above if you have been notified by the IRS that yo ou have failed to report all interest and dividends on your tax return. For real estate transaction		,	,					_		aid,			

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

General Instructions

Signature of

U.S. person

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
 - 2. Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee; and $% \left(1\right) =\left(1\right) \left(1\right) \left($
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
 - 3. The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n)	THEN check the box for			
Corporation	Corporation.			
Individual or	Individual/sole proprietor.			
Sole proprietorship				
LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax			
LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	classification: P = Partnership, C = C corporation, or S = S corporation.			
Partnership	Partnership.			
Trust/estate	Trust/estate.			

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2-The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory
- $7\!-\!A$ futures commission merchant registered with the Commodity Futures Trading Commission.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11-A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
 - B—The United States or any of its agencies or instrumentalities.
- C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
 - G-A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
 - I-A common trust fund as defined in section 584(a).
 - J-A bank as defined in section 581.
 - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
 Custodial account of a minor (Uniform Gift to Minors Act) 	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

Give name and EIN of: The owner Legal entity ⁴ The corporation
Legal entity ⁴
ů ,
The corporation
The corporation
The organization
The partnership
The broker or nominee
The public entity
The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- ³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- *Note: The grantor must also provide a Form W-9 to the trustee of the trust
- **For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

² Circle the minor's name and furnish the minor's SSN.

Form W-9 (Rev. 3-2024)

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Page 6

ANNEX 3

Electronic Delivery of Schedule K-1s (and if applicable, Schedule K-3s) Consent and Disclosure Statement

Pursuant to IRS Revenue Procedure 2012-17, intended recipients of Schedules K-1 and K-3 (the "Schedules") who wish to receive their Schedules solely through electronic transmission are required to provide affirmative consent.

In order to receive your Schedules from Park Street Tuscany, LLC (the "Company") through electronic transmission you must affirmatively consent in writing by properly reviewing, completing, executing and delivering this Consent and Disclosure Statement by email to the Company at the address noted below. Alternatively, you may affirmatively select to receive Schedules and other communications on paper by selecting such option below and properly reviewing, completing, executing and delivering this Consent and Disclosure Statement by email to the Company at the address noted below. Please note that if you do not make a selection, you will NOT receive your Schedules through electronic transmission.

Paper Statement. If you do not consent to receive your Schedules electronically, they will be furnished to you on paper instead.

Scope and Duration of Consent & Notice of Termination. If you do consent to the electronic delivery of your Schedules, all Schedules will only be furnished by such method for the Company until the earliest of: (A) your withdrawal of consent (in the manner described below); (B) the full redemption of your interest in the Company; (C) the dissolution and winding up of the Company; or (D) any other date effective as of which we notify you that we will no longer provide such Schedules electronically (which effective date is generally expected to be no earlier than the date we send out such notice).

Post-Consent Request for a Paper Statement. If you consent to electronic delivery of Schedules and you wish to obtain a paper copy, please contact the Company at the address noted below. A request for a paper copy (or copies) of Schedules will not be considered to be a withdrawal of consent to receive Schedules electronically.

Withdrawal of Consent. You may withdraw your consent to receive Schedules electronically by writing (electronically or on paper) to the Company at the address noted below. The withdrawal of your consent will take effect on the date your correspondence is received by us. We will confirm your withdrawal of consent and the date on which it takes effect in writing (either electronically or on paper). Please note that a withdrawal of consent will not apply to a statement that is furnished electronically in the manner described above before the effective date of such withdrawal of consent.

Notice of Termination. We will cease to provide Schedules electronically to you (and, except as required by law, cease to provide Schedules in any other form) upon your withdrawal from the Company.

Updating Information. In the event that your contact information changes, please furnish your updated information in writing (either electronically or on paper) to the Company at the address noted below. We will inform you of any change to this contact information.

Hardware & Software Requirements. After you consent to receive your Schedules electronically, you will need a computer, access to email, a printer and available memory on your computer hard drive in order to access, print and retain your electronic Schedules. Your Schedules will be attached to that email.

Please note that, notwithstanding electronic delivery, Schedules may be required to be printed and attached to a federal, state or local income tax return.

Please fill in the name of the Investor below and check one (1) of the following and return a copy of this consent to:

and Disclosure Statement.

Park Street Tuscany, LLC 1550 Tiburon Blvd. G336, Tiburon, CA 91920 Hello@TuscanyNationalToken.com

Investor Name:	
□ consents to electronic delivery of Schedules and other communications on such terms and conditions as described in this Conser	ıt

ATTACHMENT 1

PRIVACY NOTICE1

BUENA VISTA HOSPITALITY GROUP & PARK STREET DEVELOPMENT GROUP PARK STREET TUSCANY, LLC²

Our Commitment to Your Privacy. We are sensitive to the privacy concerns of our individual investors. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

Sources of Non-Public Information. We use the personal information collected from you in order to provide you with better service or to comply with law and regulations. In connection with forming and operating our private real estate partnerships for our limited partners, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail, or on subscription agreements, partnership agreements, applications, or other forms (for example, name, address, Social Security number, assets, and income);
- Information about your transactions with us or others, including ownership records of the partnership(s) in which you are an investor (such as the amount of your percentage ownership interest and any capital commitment).

Disclosure of Information. We may disclose non-public personal information we collect about you to our affiliates and to nonaffiliated service providers only as permitted by law and regulation. For example, we may share non-public personal information about you in the following situations:

- In connection with the administration and operations of the partnership of which you are an investor, including disclosure to attorneys, accountants, auditors, administrators, companies that assist us with mailing statements or processing your transactions, and other professionals;
- To respond to a subpoena or court order, judicial process, or regulatory inquiry; and
- At your discretion or with your consent, including upon your authorization to disclose such information to persons acting in a fiduciary or representative capacity on your behalf.

Former Token Holders. We maintain non-public personal information of our former token holders and apply the same policies that apply to current limited partners.

Information Security. We consider the protection of sensitive information to be a sound business practice, and to that end, we employ physical, electronic, and procedural safeguards to protect your non-public personal information in our possession or under our control. We restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you.

Further Information. We reserve the right to change our privacy policies and this Privacy Notice at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice complies with United States federal law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you.

¹ The Privacy Notice is intended only for investors who are individuals and certain entities that are essentially "alter egos" of individuals (*e.g.*, revocable grantor trusts, IRAs or certain estate planning vehicles).

² This Privacy Notice is also being provided to you on behalf of, and with respect to, all management companies and general partners affiliated with such entities.