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August 1, 2024

Mr. Douglas Moreland
Moreland Capital Partners
502 Sailhouse Way
Rockport, TX 78382

RE: Additional Services Agreement for Existing LBV Entry Upgrade Design Development and Construction Documents located in Rockport, Texas

Dear Mr. Moreland,

We are very pleased to submit this Additional Services Agreement for your resort project in Rockport, Texas. This Additional Services Agreement confirms that **DTJ DESIGN, Inc. (DTJ)** is authorized to proceed with the services outlined below for **Estes Pointe Development, LLC (Client)**. These Services are in addition to those being provided in our Basic Services Agreement with you dated **September 25, 2023**. All other conditions of that Basic Services Agreement also apply to this Additional Services Agreement.

TASK 6: Existing LBV Entry Concept Design

As per client, a total of $240k has been allotted to the existing Lake Buena Vida Entrance. Generally, the improvements will include softscape enhancements to the LBV (south side of the entry) and hardscape and softscape improvements in the median for the existing driveway. A new signage feature will replace the existing LBV signage on the north side of the entry drive. Likewise, it is anticipated that there will be additional signage marker created in the entry median for both the LBV and Marea at Estes Flats. It is anticipated that of the $240k, roughly $100k will be spent on signage marker improvements and the remaining $140k will be spent on softscape improvements for the LBV side of the entry.

DTJ will produce conceptual designs for these improvements and present them to the client and to the LBV Representatives for comment and approval.

DTJ will create conceptual plans for each of these areas including: hardscape/materials plans, lighting concepts, softscape planting recommendations and grading concepts.

These concepts will be developed and presented to the owner for review and comments. Documentation necessary to communicate the overall character may include sketches, elevations, plans, and photos/imagery. No modelling is anticipated for this scope.

TASK 7: Existing LBV Entry Construction Documentation

Upon approval of the concept design, DTJ will produce construction documentation for the proposed improvements. Hardscape materials, layout and dimensional control plans as well as elevations and conceptual details will be produced. An overall softscape schematic will be produced, with the landscape contractor responsible for the ultimate softscape design as well as the irrigation plans and details.

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It is anticipated that Windshore Engineering will prepare structural documentation for the design, should any be necessary. Engineering for landscape architecture elements will be done through a separate agreement with the Owner directly (i.e. not contracted through the landscape architect). DTJ will coordinate with Windshore to include their structural recommendations into the overall construction documentation.

Irrigation design/installation shall be a design-build contract with the selected contractor.

III. PROJECT SCHEDULE/COMPENSATION AND PAYMENT FOR SERVICES

COMPENSATION

Regarding the services to be provided under this Agreement, DTJ will execute Task 1 and Task 2 Services for a **Fixed Fee of $20,000,** excluding expenses, with the following approximate breakdown by Task. You will be billed for these services monthly, based upon percentage of completion.

Task 6: Existing LBV Entry Concept Design	$ 7,500
Task 7: Existing LBV Entry Construction Documentation	$ 12,500
TOTAL TASKS 4 and 5, excluding expenses	**$20,000**

Additionally, DTJ and its consultants, if any, shall be reimbursed for expenses incurred in the interest of the Project. Those prices listed in DTJ's *Standard Terms of Agreement* shall apply to those reimbursable items produced in-house. Other expenses associated with procuring and/or producing needed item(s) or service(s) will be billed at no less than cost, and at no more than cost-plus-fifteen percent (15%). Such expenses will include but are not limited to printing, visual documentation of project graphics, postage, delivery, and mileage. Any airfare or travel expenses related to the Project will be billed at 1.05 times cost.

This Agreement is for your consideration for 30 days from the date of its offering but shall be considered withdrawn if not accepted within that period.

The Client or Client's authorized agent executing this Agreement warrants he/she has read and understands its provisions and that he/she is authorized to bind the parties for which he/she signs.

DTJ's *Standard Terms of Agreement* is incorporated as part of this Agreement.

Sincerely,

DTJ DESIGN, Inc.

7/5/2024

Dave Ignatew Date
Partner + Owner

Accepted by:

Estes Pointe Development, LLC

Signed by:
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8/13/2024

Howard Mintz Date

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