PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)

SPECIAL PROVISIONS ADDENDUM

(For Use With Custom Construction Jobs On The Owner's Property)

CONCERNING THE PROPERTY AT

____

(Street Address and City)

SPECIAL PROVISIONS: The following provisions are included in this Contract and will govern and supersede any conflicting or inconsistent provisions.

1. Paragraph 5.A of the Contract is hereby amended in its entirety as follows:

   A. PRE-CONSTRUCTION CASH PAYMENTS – Upon execution of this Contract, Owner shall pay to Builder $100,000.00 as a portion of the Total Contract Price ("Initial Cash Payment"). In addition to the Initial Cash Payment, within five (5) days of Owner's selection of any upgrades or options, but in no event later than the commencement of the Work, Owner shall pay to Builder a sum equal to twenty percent (20%) of the Total Contract Price (less the Initial Cash Payment) (the "Subsequent Cash Payment" and together with the Initial Cash Payment, the "Pre-Construction Cash Payments") as a portion of the Total Contract Price. Builder may use the Pre-Construction Cash Payments in consideration for initial construction or construction expenses, and compensation to Builder for time and effort expended. The Pre-Construction Cash Payments will be credited in the Final Payment. The Pre-Construction Cash Payments (or any portion thereof paid to Builder) may be retained by the Builder, at Builder's sole discretion, as liquidated damages if this Contract is terminated for any reason other than a Builder's Event of Default (as defined below) in addition to any other rights or remedies allowed herein or by law. Builder and Owner agree that it is not possible to calculate the exact amount of damages that Builder will suffer if this Contract is terminated for a reason other than Builder's default and this amount is a reasonable approximation of the damages. This amount is in no way a penalty.

2. Paragraph 13.A of the Contract is hereby amended to add the following Paragraph 13.A.(5):

   Notwithstanding anything contained in this Section 13 to the contrary, Builder shall not be deemed to have breached any material provision contained in this Contract, or shall be deemed to be in default under any term or condition of this Contract, if such breach or default is the result of, caused by, related to, or arises from, either directly or indirectly, any act or omission to act by any (a) unrelated third party, (b) Wine Country Hospitality Partners, LLC, a Delaware limited liability company ("WCHP"), Lantana Land Holdings LLC, a Delaware limited liability company, or any of their Affiliates (collectively, "Seller"), or (c) any party to a hotel management and/or license contract in respect of the Development or any of their Affiliates. As used herein, the term "Affiliate(s)" shall mean, with respect to any Person, any other Person directly or indirectly controlling (including but not limited to all directors and officers of such Person), controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person for the purposes of this definition if such Person possesses, directly or indirectly, the power (i) to vote ten percent (10%) or more of the Equity Interests having ordinary voting power for the election of directors or managers of such other Person, or (ii) to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. As used herein, the term "Equity Interests" shall mean (i) in the case of any corporation, all capital stock and any securities exchangeable for or convertible into capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents of corporate power (however designated) in or to such association or entity, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general ore limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing Person, and including, in all of the foregoing cases described in clauses (i), (ii), (iii) or (iv), any warrants, rights or other options to purchase or otherwise acquire any of the interests described in any of the foregoing cases. As used herein, the term "Person" shall mean a natural person, corporation, limited liability company, partnership, limited liability partnership, trust, incorporated or unincorporated organization, joint venture, joint stock company, firm or association or a government or any agency or political subdivision thereof or other entity of any kind.

3. Paragraph 13.C. of the Contract is amended by adding the following at the end of such Paragraph:

NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT, IN NO EVENT SHALL BUILDER BE LIABLE OR RESPONSIBLE TO OWNER FOR, AND OWNER HEREBY EXPRESSLY RELEASES BUILDER FROM AND COVENANTS NOT TO SUE BUILDER FOR, ANY AND ALL CLAIMS OR DAMAGES ARISING FROM OR RELATED TO, EITHER DIRECTLY OR INDIRECTLY, ANY ACTS OR OMISSIONS TO ACT OF OTHER PROFESSIONALS (INCLUDING, WITHOUT LIMITATION, WCHP OR SELLER), WHETHER ENGAGED BY BUILDER FOR THE BENEFIT OF OWNER OR BY OWNER DIRECTLY.

4. A new paragraph 15.A. shall be deemed a part of the contract and read as follows:

15.A. Additional Remedy of Builder:

In the event that (a) Seller fails to achieve timely Substantial Completion (as referred to in that certain Referral and Builder Agreement to which Builder and certain entities comprising Seller are parties (the "Builder Agreement")), and (b) one of the Builder Parties (as defined in the Builder Agreement) terminates the Builder Agreement, then Builder shall have the absolute and unconditional right to terminate the Contract upon written notice to Owner, whereupon Builder shall be required to return to Owner the Pre-Construction Cash Payments paid by Owner to Builder within seven (7) days of such written notice, and thereafter no Party to the Contract shall have any rights, title, interests, liabilities, or obligations thereunder or to any other Party.

5. Paragraph 15.C. of the Contract is hereby amended to provide the following:

IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE, BUILDER SHALL HAVE THE RIGHT, TO BE PAID AS LIQUIDATED DAMAGES AN AMOUNT

EQUAL TO TWENTY PERCENT (20%) OF THE TOTAL CONTRACT PRICE TO BE PAID BY OWNER UNDER THIS CONTRACT. THE PARTIES HAVE AGREED THAT BUILDER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY OWNER UNDER THIS CONTRACT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF BUILDER'S DAMAGES, IN THE EVENT OF A DEFAULT UNDER THIS CONTRACT ON THE PART OF OWNER AND THAT SUCH LIQUIDATED DAMAGES DOES NOT CONSTITUTE A PENALTY.

INITIALS: BUILDER: ____________OWNER: ____________

6. The first (1st) sentence of Paragraph 17 of the Contract is hereby amended to read as follows:

   This Contract, the Purchase Agreement (as defined hereafter), the Construction Documents, and any Change Orders, constitutes the entire agreement between the Parties.

7. The following is added the end of Paragraph 17 of the Contract:

   On or before the execution of this Contract, Owner, as Purchaser, and Seller, shall execute a Purchase and Sale Agreement ("Purchase Agreement"), in the form as may be agreed to by the parties, providing for the sale by Seller and purchase by Owner of the Property. The obligation of either party to enter into this Contract is conditioned upon, and subject to, the simultaneous execution of the Purchase Agreement by Owner and Seller.

   NOTWITHSTANDING SELLER AND OWNER ENTERING INTO THE PURCHASE AGREEMENT, AND BUILDER AND OWNER ENTERING INTO THIS CONTRACT, FOR THE SALE OF THE PROPERTY, AND THE CONSTRUCTION OF IMPROVEMENTS THEREON, RESPECTIVELY, THIS CONTRACT HAS BEEN NEGOTIATED AND AGREED UPON BASED ON THE INTENDED SIMULTANEOUS EXECUTION OF THIS CONTRACT AND THE PURCHASE AGREEMENT. AS SUCH, THE TRANSACTIONS CONTEMPLATED UNDER THIS CONTRACT AND THE PURCHASE AGREEMENT SHALL CONSTITUTE A SINGLE, COMPOSITE, INSEPARABLE TRANSACTION AND WOULD HAVE BEEN SUBSTANTIALLY DIFFERENT HAD SEPARATE TRANSACTIONS AND AGREEMENTS BEEN INTENDED. WITHOUT THE EXECUTION OF THE PURCHASE AGREEMENT BY OWNER, BUILDER WOULD NOT ENTER INTO THIS CONTRACT WITH OWNER, AND WITHOUT THE EXECUTION OF THE PURCHASE AGREEMENT BY SELLER, OWNER WOULD NOT ENTER INTO THIS CONTRACT WITH BUILDER. THE PARTIES AGREE THAT THE OBLIGATIONS OF OWNER UNDER THIS CONTRACT AND THE PURCHASE AGREEMENT ARE CROSS-DEFAULTED, WITH A DEFAULT BY OWNER HEREUNDER CONSTITUTING A DEFAULT BY OWNER UNDER THE PURCHASE AGREEMENT. IN ADDITION, BUILDER AS THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO

SIMULTANEOUSLY EXERCISE ANY AND ALL REMEDIES AVAILABLE TO BUILDER UNDER THIS CONTRACT WITHOUT ANY PROHIBITION. NOTHING HEREIN SHALL PREVENT BUILDER, AS THE NON-DEFAULTING PARTY FROM EXERCISING ITS REMEDIES UNDER THIS CONTRACT. THE PARTIES INTEND THAT THE PROVISIONS OF THIS CONTRACT SHALL AT ALL TIMES BE CONSTRUED, INTERPRETED AND APPLIED IN CONJUNCTION WITH THE PURCHASE AGREEMENT SO AS TO CARRY OUT THEIR MUTUAL OBJECTIVE TO CREATE A SINGLE, INTEGRATED AND INDIVISIBLE AGREEMENT TO SELL THE PROPERTY TO OWNER AND SUBSEQUENTLY CONSTRUCT THE IMPROVEMENTS THEREON, AND, IN PARTICULAR BUT WITHOUT LIMITATION, THAT, FOR PURPOSES OF ANY ASSUMPTION, REJECTION OR ASSIGNMENT OF THIS CONTRACT UNDER 11 U.S.C. SECTION 365, WITH THE PURCHASE AGREEMENT, THIS IS ONE INDIVISIBLE AND NON-SEVERABLE AGREEMENT AND EXECUTORY CONTRACT DEALING WITH ONE LEGAL AND ECONOMIC UNIT AND THAT THIS CONTRACT AND THE PURCHASE AGREEMENT MUST BE ASSUMED, REJECTED OR ASSIGNED AS A WHOLE. THE PARTIES MAY AMEND THIS CONTRACT FROM TIME TO TIME AND SUCH AMENDMENT SHALL NOT IN ANY WAY CHANGE THE INDIVISIBLE AND NON-SEVERABLE NATURE OF THIS CONTRACT AND THE PURCHASE AGREEMENT AND ALL OF THE FOREGOING PROVISIONS SHALL CONTINUE TO APPLY IN FULL FORCE.

8. The following is added as Paragraph 22.A. of the Contract:

   Upon purchase of the Property by Owner, Builder shall have right to record this Contract or a memorandum of this Contract in the applicable county records of the county in which the Property is located. Owner agrees to execute such documentation as Builder may provide or reasonably request to effect the purposes of this Paragraph 22.A. Upon completion of the construction of the Improvements and satisfaction of Owner's obligations under this Contract, Builder agrees to execute such reasonable documentation as Builder shall determine in order to release such recording and remove such encumbrance from title to the Property. Builder agrees to subordinate such recording to any lien of any person providing financing to Owner for the purchase of the Property and construction of the Improvements.

9. Owner hereby agrees and acknowledges that the special warranty deed that Seller will use to convey fee simple title subject to any condominium regime to the Property to Owner shall contain a provision providing Seller the right to repurchase the Property from Owner at the Purchase Price for which Owner bought the Property from Seller under the Purchase Agreement if (i) Owner defaults under this Contract (after any applicable notice and cure period); or (ii) Owner fails to give notice to Builder to commence construction of the Improvements on the Property pursuant to this Contract, no later than ninety (90) days following written notification from Developer to Owner and Builder of the substantial completion of certain improvements to be made on the Property by Developer.

10. The Purchase Agreement is incorporated herein for all purposes as if set out herein in its entirety. In the event of a conflict between the terms of this Contract and thereof the Purchase Agreement, the terms of this Contract shall govern.

Executed on ________________________, 20______.

____
Owner

Builder: ____________________________________

By: ____
Printed Name: ______________________________

____
Owner

Title: ______________________________________