

**ESCROW AGREEMENT  
(Westinghouse Road)**

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into to be effective as of \_\_\_\_\_, 2021, by and between 600 Westinghouse Investments, LLC, a Nevada limited liability company ("Developer"), Williamson County, Texas, ("County") and Georgetown Title Company ("Escrow Agent"), with reference to the following facts:

- A. Developer is developing approximately 128 acres (the "Property") located near the southeast corner of CR 110 and CR 111.
- B. Developer's predecessor in title, the Madison Westinghouse Co-tenancy ("Madison") entered into a Development Agreement (the "Agreement") with the County regarding the Property dated March 31, 2020 and recorded in Doc. # 202051914 of the Official Public Records of Williamson County, Texas, for the purpose of providing for the orderly and expeditious design, engineering and construction of an extension of a portion of Westinghouse Road running from CR 111 to CR 110, together with the construction of all required related construction and drainage and detention improvements to be constructed in accordance with the Plans and Specs (as defined in the Agreement) (the "Project").
- C. The Agreement requires the Developer, as successor to Madison, to dedicate approximately 7.345 acres in fee simple to the County for the construction of Westinghouse Road ("Westinghouse ROW") and to deposit into escrow an amount equal to one-third of the Project Estimate (as defined in the Agreement) with an escrow agent acceptable to both parties.
- D. Developer and County wish to engage the services of Georgetown Title Company to act as the escrow holder with regard to the Escrow Deposit for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

- 1. Developer shall deposit with the Escrow Agent the Escrow Deposit via wire transfer the amount of Three Hundred Thirty-Six Thousand Six Hundred Eighty-Eight and 11/100 Dollars (\$336,688.11) (the "Escrow Deposit"), to be held by Escrow Agent in an escrow account and to be disbursed only as provided in this Agreement.

2. Developer will also deliver to the Escrow Agent a fully-executed Donation Special Warranty Deed in the form required in the Agreement to be recorded in Real Property Records.
3. Escrow Agent's obligation to perform under this Agreement will be contingent on Developer depositing the Escrow Deposit as provided herein.
4. If Developer elects to construct the Project as permitted in Section E.1 of the Agreement, Developer will provide written notice to Escrow Agent and the County. Thereafter, the Escrow Deposit will be disbursed as follows: as draws are paid to the contractor by Developer for the construction of the Project, Developer will provide a copy of the contractor's Draw Request (the "Draw Request") and evidence of payment of the Draw Request by Developer ("Payment Evidence") to the County and Escrow Agent. Within thirty (30) days after receipt of the a copy of the Draw Request and Payment Evidence by Escrow Agent, Escrow Agent authorized and directed to disburse to Developer from the Escrow Deposit the sum of one-third of the amount paid by Developer reflected on the Payment Evidence. When the final Draw Request on the Project has been paid by Developer, Developer will note such on the Draw Request and Payment Evidence provided to Escrow Agent and the County. Within thirty (30) days after receipt of the copy of the final Draw Request and final Payment Evidence, Escrow Agent is authorized and directed to disburse to the then remaining balance of the Escrow Deposit to Developer. If the final Draw Request and Payment Evidence is not provided to Escrow Agent and the County within 30 months after the initiation of construction by the Developer, subject to force majeure conditions, and the County gives Developer and Escrow Agent written notice that the County has elected to complete the construction of the Project as permitted by the Agreement, then on the earlier to occur of (i) the date County gives Escrow Agent and Developer written notice that Developer has commenced on-the-ground development of the Property or (ii) March 31, 2030, the Escrow Agent is authorized and directed to disburse the then remaining balance of the Escrow Deposit to (a) the County, if the County has previously paid the Orenda Costs (as defined in the Agreement) to Developer, or (b) up to \$137,716.25 of the then remaining balance of the Escrow Deposit to Developer and the balance of the Escrow Deposit, if any, to the County, if the County has not previously paid the Orenda Costs to Developer.
5. If the County elects to construct the Project as permitted in Section E.1 of the Agreement, the County will provide written notice to Escrow Agent and Developer. Thereafter, the County will be entitled to disbursements of the Escrow Deposit as follows: the County will provide Developer and Escrow Agent notice of completion of construction of the Project and within thirty (30) days of the notice from the County of the completion of the Project, the Escrow Agent is authorized and directed to disburse the Escrow Deposit as follows: (a)

\$198,971.86 (being the amount of the Escrow Deposit less the Orenda Costs) will be disbursed to the County and (b) \$137,716.25 will be disbursed to Developer.

6. This Escrow Agreement is specifically for the benefit of Williamson County and Developer and may not be revised, supplemented, waived or withdrawn without the prior written consent of the County's authorized representative and Developer.
7. County shall pay all banking fees incurred in connection with Escrow Agent's obligations under this Agreement.
8. This Agreement shall terminate when all of the Escrow Deposit has been disbursed by Escrow Agent in accordance with this Agreement or as otherwise directed in writing by the County and Developer.
9. Escrow Agent shall not be under any duty to give the Escrow Deposit held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest the Escrow Deposit held hereunder except as directed in this Agreement.
10. Escrow Agent shall not be liable for actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund or any loss of interest incident to any such delays. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

11. Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.
12. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.
13. Escrow Agent does not have any interest in the Escrow Deposit deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of income from the Escrow Deposit shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.
14. Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.
15. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.
16. Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Deposit to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including by a court of competent jurisdiction) or (ii) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time

shall be to retain and safeguard the Escrow Deposit until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, nonappealable order of a court of competent jurisdiction.

17. In the event of any disagreement resulting in adverse claims or demands being made in connection with the Escrow Deposit or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Deposit until Escrow Agent shall have received (i) a final, nonappealable order of a court of competent jurisdiction directing delivery of the Escrow Deposit or (ii) a written agreement executed by the parties hereto directing delivery of the Escrow Deposit, in which event Escrow Agent shall disburse the Escrow Deposit in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and nonappealable. Escrow Agent shall act on such court order and legal opinion without further question. Anything contained herein to the contrary notwithstanding, Escrow Agent may require that is received as a condition to any Disbursement, joint or consistent written instructions from seller & buyer as to the disbursement of escrow funds.
18. In the event the Escrow Agent becomes involved in litigation in connection with this escrow, Developer agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses and attorney's fees suffered or incurred by the Escrow Agent as a result thereof.
19. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including overnight express or local courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:                      600 Westinghouse Investments, LLC  
Attn: Marcus Hiles  
2505 N. State Highway 360, Suite 800  
Grand Prairie, TX 75050  
Telephone: 972.471.8700  
Facsimile: 972.471.8719  
Email: [marcush@livew3.com](mailto:marcush@livew3.com) and  
[matth@livew3.com](mailto:matth@livew3.com)

With Copies to:                      Nathan M. Rosen, P.C.  
One Bent Tree Tower  
16475 Dallas Parkway, Suite 350

Addison, Texas 75001  
Attn: Nathan M. Rosen  
Telephone: (972) 818-7600  
Facsimile: (972) 818-7606  
Email: nrosen@txrelaw.com

If to County: Williamson County  
Attn: County Judge  
710 Main Street  
Georgetown, Texas 78626

If to the Escrow Agent: Georgetown Title Company  
1717 N. Mays St.  
Round Rock, TX 78664

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 19 are effective upon delivery, if delivered personally or by overnight express or local courier service, upon confirmed transmission if by electronic communication, and are effective upon deposit in the United States mail, postage prepaid if delivered by mail.

20. Developer represents and warrants that neither Developer nor any members or affiliates has a financial or other interest in the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities.
21. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
22. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
23. The laws of the State of Texas shall govern this Agreement. Venue will be in a state court of competent jurisdiction in Williamson County, Texas.
24. This Agreement contains the entire agreement of the parties as to the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This

Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement supersedes all prior agreements between the parties concerning the payment for the Signal Improvements due under the Contracts.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[Signature Page Follows]

**DEVELOPER:**

600 WESTINGHOUSE INVESTMENTS, LLC,  
a Nevada limited liability company

By: 600 WHI, L.P.,  
a Nevada limited partnership, sole Member

By: WHI-GenPar 19-5, L.P.,  
a Nevada limited partnership,  
General Partner

By: WRIA 19-5, LLC,  
a Nevada limited liability  
company, General Partner

By: \_\_\_\_\_  
Marcus D. Hiles  
Presiding Member and  
Chief Executive Officer

**ESCROW AGENT:**

Georgetown Title Company

By: \_\_\_\_\_  
Name: David Hays  
Its: Escrow Agent

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_  
Name: Bill Gravell, Jr.  
Its: County Judge