

## PSA PAYMENT ESCROW AGREEMENT

THIS PSA PAYMENT ESCROW AGREEMENT (this “**Agreement**”) is entered into as of January 31, 2026 (the “**Effective Date**”) by and among SCG GLOBAL HOLDINGS, L.L.C., a Delaware limited liability company (“**SCG**”), the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (“**County**”), and STEWART TITLE GUARANTY COMPANY, as escrow agent (“**Escrow Agent**”).

### RECITALS

A. SCG and County are parties to that certain letter of intent dated June 20, 2025 (the “**LOI**”), pursuant to which the parties have set forth terms and conditions for the potential acquisition by SCG of certain real property and improvements located at 3721 Stonecroft Blvd, Chantilly, Fairfax County, Virginia, as more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the LOI.

B. Not later than February 11, 2026, SCG shall deposit with Escrow Agent an amount equal to Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Escrowed Funds**”), which Escrow Agent shall deposit into an account to be held by Escrow Agent (the “**Escrow Account**”).

C. The parties to this Agreement desire to establish the terms and conditions pursuant to which the Escrowed Funds will be deposited, held in, and disbursed from the Escrow Account.

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Appointment of Escrow Agent. SCG and County hereby constitute and appoint Escrow Agent as, and Escrow Agent hereby agrees to assume and perform the duties of, escrow agent under and pursuant to this Agreement. Escrow Agent hereby agrees and acknowledges that it has received and reviewed a copy of the LOI.

2. Escrowed Funds. Escrow Agent agrees to (a) accept delivery of the Escrowed Funds; and (b) hold such Escrowed Funds in the Escrow Account, which shall be an interest-bearing account (provided that Escrow Agent requests, and SCG provides, a W-9 and investment directions), all subject to the terms and conditions of this Agreement.

3. Deposit of Escrowed Funds; Release from Escrow.

(a) Delivery of Escrowed Funds. Not later than three (3) business days after the Effective Date, SCG shall deposit with Escrow Agent the Escrowed Funds which shall be held by Escrow Agent in the Escrow Account subject to the terms and conditions set forth herein. The Escrowed Funds shall not be subject to lien or attachment by any creditor of any party hereto and shall be used solely for the purpose set forth in this Agreement. Escrow Agent shall notify SCG and County upon Escrow Agent’s receipt of the Escrowed Funds and shall deposit all such funds hereunder in a separate interest-bearing account at:

Bank: Wells Fargo Bank  
Address: 699 Independence Blvd  
Virginia Beach, VA 23455  
ABA#: 121000248  
Account Name: Stewart Title Guaranty  
Acct #: 7310047571

(b) Release. The Escrowed Funds will be held and disbursed by Escrow Agent only as follows:

(i) In the event County and SCG do not finalize and execute a purchase and sale agreement for the Property (a “**Purchase Agreement**”) on or prior to April 1, 2026, unless such date is extended pursuant to clause (i) of the fifth paragraph of Section C of the LOI and then only to the extent of such extension (as extended, the “**PSA Execution Deadline**”), then upon receipt of written notice from SCG, Escrow Agent shall promptly disburse the Escrowed Funds to SCG pursuant to instructions provided by SCG to Escrow Agent.

(ii) If County and SCG enter into a Purchase Agreement on or prior to the PSA Execution Deadline, then upon receipt of written notice from County, Escrow Agent shall promptly disburse the Escrowed Funds to County pursuant to instructions provided by County to Escrow Agent; provided, however, that if the parties to such Purchase Agreement close the acquisition of the Property contemplated therein, such Escrowed Funds shall be credited to Purchaser against the purchase price thereunder. The escrow provided for hereunder shall terminate upon the disbursement of the entire Escrowed Funds pursuant to the terms of this Agreement.

(c) Interpleader. County and SCG mutually agree that in the event of any controversy regarding the Escrowed Funds, unless mutual written instructions are received by the Escrow Agent directing the Escrowed Funds’ disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Escrowed Funds or, at the Escrow Agent’s option, the Escrow Agent may interplead all parties and deposit the Escrowed Funds with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys’ fees, which will be allocated between SCG and County equally.

(d) Tax Reporting Matters. SCG and County each agrees, upon request, to provide Escrow Agent with its tax identification number by furnishing an appropriate form W-9 and other forms and documents that Escrow Agent may reasonably request with regard to Escrow Agent’s tax information reporting obligations.

#### 4. Escrow Provisions.

(a) In the event Escrow Agent is required to invest the Escrowed Funds hereunder, Escrow Agent shall not be held responsible for any loss of principal or interest which

may be incurred as a result of making such investment or redeeming such investment in accordance herewith. SCG and County authorize Escrow Agent to accept, comply with and obey any writs, orders, judgments or decrees entered or issued by any court with jurisdiction, after having given written notice to County and SCG and five (5) business days for County and SCG to respond to such notice. Escrow Agent shall not be liable to SCG or County or any other person by reason of such compliance, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated. If Escrow Agent is made a party defendant to any suit or proceedings regarding the escrow of the Escrowed Funds, SCG and County agree to pay Escrow Agent, upon written demand, all reasonable costs, attorney's fees, and expenses incurred with respect to such suit or proceeding, except to the extent arising from Escrow Agent's gross negligence, willful misconduct or breach of this Agreement.

(b) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by Escrow Agent.

(c) SCG shall indemnify and hold harmless Escrow Agent from and against any and all losses, liabilities, damages, claims, expenses or costs actually incurred by Escrow Agent in connection with its performance of its duties hereunder, other than those caused by (i) Escrow Agent's breach of this Agreement or the misconduct, bad faith or gross negligence of Escrow Agent or (ii) County's breach of this Agreement or the misconduct, bad faith or gross negligence of County.

5. Expenses. All fees and expenses of Escrow Agent for performing its responsibilities hereunder, which shall be capped at Five Hundred and 00/Dollars (\$500.00), will be shared equally by SCG and County and shall be paid upon execution hereof from the proceeds of the Closing.

6. Successor Escrow Agent.

(a) Escrow Agent may resign as escrow agent thirty (30) calendar days following the giving of prior written notice thereof to SCG and County. In addition, Escrow Agent may be removed and replaced on a date designated in a written instrument jointly signed by SCG and County and delivered to Escrow Agent. Notwithstanding the foregoing, no such resignation or removal shall be effective until a successor escrow agent has acknowledged its appointment as such. In either event, upon the effective date of such resignation or removal and upon receipt by Escrow Agent of any fees, costs and expenses owed or due to it, if any, Escrow Agent shall deliver the Escrowed Funds to such successor escrow agent, together with such records maintained by Escrow Agent in connection with its duties hereunder and other information with respect to the Escrowed Funds as such successor may reasonably request.

(b) If a successor escrow agent shall not have acknowledged its appointment as such, in the case of a resignation, prior to the expiration of thirty (30) calendar days following the date of a notice of resignation or, in the case of a removal, on the date designated for Escrow Agent's removal, as the case may be, SCG and County are unable to agree on a successor escrow agent, or for any other reason, Escrow Agent may petition a court of competent jurisdiction to

select a successor or Escrow Agent may select a successor escrow agent and any such resulting appointment shall be binding upon all of the parties to this Agreement.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in this Section 7. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email, with written confirmation sent the same day by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon transmission of such email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, and in each case with a copy sent by electronic mail to the email addresses set forth in this Section 7. Any notice sent by email or personal delivery and delivered after 6:00 p.m., New York time, shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Any notice required hereunder may be delivered by a party's legal counsel. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Escrow Agent:                      Stewart Title Guaranty Company  
Agency Escrow Services  
3402 W. Cypress Street  
Tampa, FL 33607  
Attn: Kelsey Nelson  
Email: Kelsey.Nelson@stewart.com

SCG:                                      SCG Global Holdings, L.L.C.  
c/o Rinaldi, Finkelstein & Franklin, LLC  
591 West Putnam Avenue  
Greenwich, CT 06830  
Attention: Dan Medalie  
Email: dmedalie@starwood.com

With a copy to:                      Mayer Brown LLP  
1999 K Street, NW  
Washington, DC 20006  
Attention: Nathan McMichael  
Email: nmcmichael@mayerbrown.com

County:                                   Board of Supervisors of Fairfax County, Virginia  
1200 Government Center Parkway, Suite 552  
Fairfax, VA 22035  
Attn: Jennifer Miller  
Telephone: (703)324-2531  
Email: Jennifer.Miller@fairfaxcounty.gov

With a copy to:                      Office of the County Attorney

12000 Government Center Parkway Suite 549  
Fairfax, Virginia 22035  
Attn: County Attorney  
Telephone: (703) 324-2421

8. General.

(a) Governing Law. It is the intention of the parties hereto that the internal laws of the Commonwealth of Virginia (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties to this Agreement.

(b) Binding upon Successors and Assigns. Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties to this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected in this Agreement as signatories.

(d) Entire Agreement. This Agreement, the documents referenced in this Agreement and the exhibits to such documents, constitute the entire understanding and agreement of the parties to this Agreement with respect to the subject matter of this Agreement and of such documents and exhibits and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to this Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.

(e) Waivers. No waiver by any party to this Agreement of any condition or of any breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained in this Agreement.

(f) Amendment. This Agreement may be amended with the written consent of SCG, County and Escrow Agent, provided that if Escrow Agent does not agree to an amendment agreed upon by SCG and County, SCG and County will appoint a successor Escrow Agent in accordance with Section 6.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties have duly executed this Escrow Agreement as of the Effective Date.

**COUNTY:**

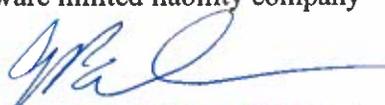
**BOARD OF SUPERVISORS OF FAIRFAX  
COUNTY, VIRGINIA,**  
a body corporate and politic

By: Jennifer Miller  
Name: Jennifer Miller  
Title: Deputy County Executive

[Signatures continue on next page]

**SCG:**

**SCG GLOBAL HOLDINGS, L.L.C.,**  
a Delaware limited liability company

By:   
Name: Anthony D'Amico  
Title: Authorized Signatory

[Signatures continue on next page]

**ESCROW AGENT:**

**STEWART TITLE GUARANTY COMPANY**

By: Courtney Creech  
Name: Courtney Creech  
Title: Senior Escrow Coordinator