

AGREEMENT TO PURCHASE WASHINGTON SQUARE MALL

This Agreement ("Agreement") is made and entered into as of the date of execution by both parties ("Effective Date"), by and between:

Seller:

Durga Property Holdings Inc.
(Owner) Vijaykumar Vemulapalli
11320 Chester Rd, Suite 1120 Cincinnati, OH 45246

Purchaser:

BRC Commercial Properties, LLC
11239 Ventura Blvd., Suite 468
Studio City, CA 91604

1. PROPERTY

The Seller agrees to sell, and the Purchaser agrees to purchase the real parcels located at 10202 East Washington Street, Indianapolis, Indiana, and all parcels owned by the Seller at that address commonly known, as WASHINGTON SQUARE MALL/ Durga Property Holdings, Inc., and related parcels, collectively referred to as the "Property," situated in Marion County, Indianapolis, Indiana.

2. PURCHASE PRICE

The total purchase price for the Property shall be Seven Million Five Hundred Thousand Dollars (\$7,500,000.00 USD), payable in accordance with the final closing documents.

3. EARNEST MONEY DEPOSIT

Within fifteen (15) business days following execution of this Agreement, Purchaser shall deposit One Hundred Thousand Dollars (\$100,000.00 USD) as a Non-Refundable earnest money deposit ("Deposit") into an escrow account with a mutually agreed-upon title company or into The Durga Property Holdings, Inc., escrow account. The Durga Property will provide the Purchaser with the wiring instructions for the deposit of Earnest Money for the property. If the purchaser fails to make the Non-Refundable earnest money deposit ("Deposit") on or before the 15th days from the execution of the agreement. The Agreement shall terminate automatically without any written or verbal notices to the purchaser.

The Deposit shall be applied toward the Purchase Price at Closing. If Purchaser terminates this Agreement at any time during the Due Diligence Period, the Deposit shall be forfeited by Purchaser and the Seller will retain the Deposit as liquidated damages, as the Seller's sole and exclusive remedy.

4. DUE DILIGENCE PERIOD

Purchaser shall have a period of Ninety (90) days commencing upon the Effective Date of this Agreement ("Due Diligence Period") to inspect the Property, conduct title review, zoning review, environmental studies, financial and operational assessments, and all other matters Purchaser deems necessary, under Indiana Law. Purchaser may terminate this Agreement for any reason during the Due Diligence Period by providing written notice to Seller, in which case all earnest money shall be returned to Purchaser and neither party shall have further obligation hereunder.

5. CLOSING

Closing shall occur no later than thirty (30) days after the expiration of the Due Diligence Period, unless extended by mutual written agreement of the parties.

6. EXCLUSIONS & LIABILITY

Purchaser shall not assume, and shall not be responsible for, any of Seller's debts, obligations, or liabilities of any kind, including but not limited to:

- Loans or liens of any nature.
- Property or other taxes due prior to Closing- Active or prior contracts, leases, or agreements not expressly assumed in writing by Purchaser.
- Lawsuits, legal claims, or judgments pending or threatened.
- Any obligations or liabilities incurred prior to the Closing Date.

Liens and Fines: All lines and fines stated, known publicly, and pending known to the Seller, are to be satisfied before the closing by the Seller...All court costs, assigned fines, and pending or open, ongoing judgments, fines, and orders are to be satisfied before the closing by the Seller except any and all major repair orders, restore order, roof, HVAC, Etc.

Utilities: All utilities, gas, electrical, sewer, water, cable, telephone, and internet easements, right of way, and access, public or private, are with cumbersome intrusions from third parties on all property conveyed in this agreement. All proper and legal notifications to said third parties will be addressed by the seller to inform them in writing of the transfer of all ownership and access to these stated easements. All challenges to this assignment to the sale of property to defend will be at the cost of the seller, not the purchaser. The seller is also obligated to address such notice in the local newspaper for "public notice" for publication on or after the commencement of the sale within 30 days.

Easements, Any and all known to Seller that are owned by Seller Roadways, Right of Ways, Public and Private Easements are sold solely without cumbersome restrictions, rights to such use, control, or convey at the sole discretion of the buyer of said

property. All easements and easement agreements with adjacent property owners will be provided to the purchaser.

The "Right to Access" Seller will do its utmost to address all known easements, roadways, rights-of-way, and public and private easements.

Seller shall remain solely responsible for all debts, encumbrances, liabilities, and obligations relating to the Property that arose before Closing Except any all-leading repair order, restoration order, lawsuit's, of ongoing citations know to Purchaser by and an all-governing agencies, Etc.

Confidentiality and Non-Disclosure: The Parties agree that all terms, conditions, negotiations, due diligence materials, financial data, tenant information, contracts, and all other information exchanged or obtained in connection with this transaction shall be deemed confidential. Neither Party shall disclose such information to any third party without the prior written consent of the other, except as required by law or to their respective attorneys, accountants, lenders, or consultants who agree to be bound by confidentiality.

7. REPRESENTATIONS

Seller represents and warrants that:

- Seller is the lawful owner of the Property and has full right and authority to sell.
- To Seller's knowledge, no other actions, lawsuits, or proceedings are pending or threatened that would materially affect the Property. Except that it is known to the Seller which has been disclosed to the purchaser and Purchaser is aware of.
- The Property will be conveyed free and clear of all lines, debts, taxes, judgments, and encumbrances, except as otherwise agreed in writing.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the county of Marion and the State of Indiana.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral.

10. EXECUTION

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

SELLER:

Durga Property Holdings Inc.
(Owner) Vijaykumar Vemulapalli
11320 Chester Rd, Suite 1120
Cincinnati, OH 45246

Signature: Montu Bedi

Name: Montu Bedi

Title: Manager

Date: 09/18/2025

PURCHASER:

BRC Commercial Properties, LLC
(member) Britt Wagner
11239 Ventura Blvd., Suite 468
Studio City, CA 91604

Signature: Britt Wagner

Name: Britt Wagner

Title: CEO

Date: 09/17/2025

EXHIBIT A

Legal Descriptions of Parcels

The following Marion County parcels are included in this Agreement. The official deed-ready legal descriptions shall be attached from the Marion County Recorder's Office or the Title Company Title Commitment before Closing:

1. Parcel #7047364 – 10202 E Washington Street – Large Lot, Mall and Out Lots
2. Parcel #7034274 – 10202 E Washington Street – Appliance Store
3. Parcel #7034117-- 10202 E. Washington Street Building

(Exact legal descriptions from recorded deeds or title commitment to be attached as Exhibit B.)