

PURCHASE AGREEMENT OF WASHINGTON SQUARE MALL

This PURCHASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (defined below) by and between:

Seller: Durga Property Holdings Inc., a corporation duly organized and existing under the laws of the State of Ohio, with its principal place of business at 11320 Chester Rd #208, Cincinnati, OH 45246 ("Seller"); and

Buyer: BRC Commercial Properties LLC., a State of California LLC entity with its principal place of business at 11239 Ventura Blvd #468, Studio City, CA 91604 ("Buyer").

1. PURCHASE AND SALE

Seller agrees to sell, and Buyer agrees to purchase, the real property commonly known as Washington Square Mall located at 10202 E Washington St., Indianapolis, Indiana, IN 46229 (the "Property"), along with all buildings, improvements, fixtures, and appurtenances, subject to the terms and conditions outlined in this Agreement.

2. PURCHASE PRICE

The total purchase price for the Property shall be **Eleven Million Dollars (\$11,000,000.00)** (the "Purchase Price"), payable as follows:

- (a) The initial **non-refundable earnest money deposit of \$100,000.00** within ten (10) business days of executing this Agreement, to be held in a mutually agreed **Title Company** escrow account.
- (b) Additional **refundable earnest money deposit of \$900,000.00** within Sixty (60) business days of executing this Agreement, to be held in a mutually agreed **Title Company** escrow account.
- (c) The balance of the Purchase Price shall be paid in full at Closing

3. DUE DILIGENCE PERIOD

Buyers shall have **Ninety (90) days** commencing from the Effective Date (the "Due Diligence Period") to conduct all necessary inspections, investigations, and studies, including but not limited to title review, environmental assessments, zoning compliance, financial audits, structural assessments.

If Buyer determines, in its sole discretion, that the Property is unsatisfactory for written dis-
bonafide reason, Buyer may terminate this Agreement by providing written notice to S
before the expiration of the Due Diligence Period. In such an event, the refundable earn-
money deposit shall be refunded to the Buyer, and neither party shall have further obligations
under this Agreement.

4. CLOSING

(a) The closing of the transaction ("Closing") shall occur within **forty-five (45) days** after the expiration of the Due Diligence Period. (b) Closing shall occur at a mutually agreed-upon location or via electronic means. (c) At Closing, Seller shall deliver a **warranty deed** transferring clear and marketable title to Buyer, subject only to permitted encumbrances.

5. REPRESENTATIONS AND WARRANTIES

(a) **Seller's Representations:** Seller represents that it holds clear title to the Property and has full authority to sell. (b) **Buyer's Representations:** The buyer represents that it has full authority and financial capability to purchase the Property.

6. DEFAULT AND REMEDIES

(a) If the Buyer defaults, the Seller may retain the earnest money deposit as liquidated damages. (b) If Seller defaults, Buyer may pursue a refund of all deposits made.

7. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the **State of Indiana**.

8. MISCELLANEOUS

- (a) This Agreement constitutes the entire understanding between the parties. (b) Any amendments must be in writing and signed by both parties. (c) The Agreement may be executed in counterparts and electronically signed.
- (b) Unless otherwise agreed to in writing by the Seller, the Recipient agrees (i) to keep confidential all Confidential Information and not to disclose or reveal any Confidential Information to any Person other than its Representatives and its affiliates who are actively and directly participating in evaluating any possible transaction involving the Property or otherwise need to know the Confidential Information for the purpose of such an evaluation, and the Recipient agrees to cause these Persons to observe the terms of this Agreement, and (ii) not to use Confidential Information for any purpose other than in connection with a possible transaction involving the Property.
- (c) Each of the Seller and the Recipient agrees that neither it nor any of its Representatives will, without the prior written consent of the other party hereto, disclose to any Person (other than those actively and directly participating on its behalf (including its affiliates) in the evaluation of a possible transaction) any information about a possible transaction or terms, conditions or other facts relating thereto, including the fact that discussions are taking place with respect thereto or the status thereof, or the fact that the Confidential Information has been made available to Recipient.

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

SELLER: Durga Property Holdings Inc.

By: Monica Bier
Name: Monica Bier
Title: Attala Jason
Date: 3/3/25

BUYER:

BRG Commercial Properties, LLC.

By: Britt Wagner
Name: Britt Wagner
Title: CEO
Date: 3/3/25

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.)