AGREEMENT TO PURCHASE

Date: September 8, 2026

I/We the undersigned Buyer(s) ("Buyer") offer to purchase the particular property designated below, including existing improvements and permanent fixtures (collectively, the "Property"), being one of the properties put up for bids at the auction conducted on this date by Schrader Real Estate & Auction of Fort Wayne, LLC ("Auction Company") on behalf of TDM Rental Properties, LLC ("**Seller**"). This offer incorporates the terms and conditions set forth herein and the bidding procedures and auction terms attached as **Addendum A** (collectively, this "Agreement").

Mark only one: [__] **Property 1:** 2109 Chochtimar Trail, Fort Wayne, Indiana 46808 (Parcel ID 02-07-33-401-009.000-073)
[__] **Property 2:** 1834 Clover Lane, Fort Wayne, Indiana 46808 (Parcel ID 02-07-34-376-018.000-074)
[__] **Property 3:** 1837 Ida Ave., Fort Wayne, Indiana 46808 (Parcel ID 02-07-34-332-002.000-074)

1. **PURCHASE PRICE.** The purchase price is $________________________, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement).
2. **EARNEST MONEY.** Buyer shall deliver **$5,000.00** to Auction Company as an earnest money deposit ("Earnest Money") in accordance with Addendum A, to be held in escrow and applied to the purchase price at closing.
3. **TAXES; ASSESSMENTS.** "Seller's Taxes" refers to: (a) general real estate taxes for the first part of the calendar year in which the closing occurs, **prorated** on a calendar year basis to the date of closing, and all prior years; and (b) any special assessments (including any drainage assessments) that are last payable without a penalty on or before the closing date. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to the county treasurer; *provided*, *however*, any portion of Seller's Taxes that is not ascertainable and payable at the time of closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of closing) shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. Buyer shall then pay all real estate taxes and assessments due after closing.
4. **SURVEY**. The Property has been or will be surveyed in accordance with the provisions of Addendum A.
5. **DEED; TITLE INSURANCE.** The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall also furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of an ALTA standard coverage owner's title insurance policy in the amount of the purchase price insuring fee simple title to the Property in Buyer's name, free and clear of any material encumbrance that does not constitute a Permitted Exception (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard coverage owner's title insurance policy in accordance with the Final Title Commitment.
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to and notwithstanding any of the following matters (each a "Permitted Exception"; collectively, the Permitted Exceptions"): (a) existing roads, utilities and drains; (b) any visible or apparent use; (c) any variation between a deeded boundary line and a visible or apparent occupancy or occupancy line; (d) any outstanding right or severance as to minerals; (e) any recorded oil and gas lease (active or not); (f) a lien for current property taxes and/or assessments not yet payable; (g) any matter disclosed in Addendum A; and/or (h) any easement, condition, restriction, or other matter of record (except a mortgage or lien) referenced or shown in the preliminary title insurance schedules described in Addendum A.
7. **CLOSING.** It is anticipated that the closing will be scheduled by mutual agreement and completed **on or before October 9, 2026**. In any event, Seller may arrange for the closing to be held on a date specified in an email or other written notice from Seller or Seller's agent to Buyer or Buyer's agent, and Buyer shall be obligated to close on the specified date if such date is not earlier than **October 9, 2026** and at least 7 days after: (a) sending such notice; and (b) completion of the survey and Final Title Commitment. The closing shall be held at and/or administered by the office of **Metropolitan Title of Indiana, LLC, 9604 Coldwater Rd., Ste. 105, Fort Wayne, IN (Tel: 260-497-9469).**
8. **POSSESSION.** Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
9. **RISK OF LOSS.** The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
10. **INCLUDED / EXCLUDED ITEMS.** Notwithstanding any other provision, this purchase includes or excludes any item that is specifically included or excluded according to Addendum A or the residential disclosure form signed by Seller. Propane tanks are excluded unless otherwise provided.
11. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**
12. **REMEDIES.** In the event of nonpayment or ineffective payment of the Earnest Money and/or any other nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement ("Buyer Default"), Seller shall have the right to: (a) give notice terminating Buyer's right to acquire the Property (whereupon Seller shall have the absolute right to re-sell the Property free and clear of any right or claim of Buyer); and (b) recover 10% of the purchase price as liquidated damages. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller shall recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (i) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall terminate; or (ii) at any time prior to such termination, Buyer may elect instead to seek specific performance; *provided*, *however*, if the title or title insurance does not conform to (or if Seller is otherwise unable to convey the Property in conformance with) the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; *provided*, *further*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for up to 30 days after receiving such notice in order to cure such nonconformity. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (A) signed by both parties (or by one party authorizing disbursement to the other); or (B) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller (or, if Buyer fails to do so, Seller shall have the right to recover, in addition to any other recovery, attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy). In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED**.
13. **1031 EXCHANGE.** If a party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. §1031, the other party(ies) shall reasonably cooperate (but shall not be required to assume or incur any additional obligation or expense).
14. **GENERAL PROVISIONS.** Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement shall bind and benefit the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. No party is relying upon any other statement or promise and no party shall be bound by any purported oral modification or waiver. Time is of the essence. All terms of this Agreement shall be read and construed together as a harmonious whole and, unless otherwise provided or required by the express terms of this Agreement, shall survive closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
15. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on **September 8, 2026**.

Printed Name(s) of Buyer(s): ____

Signature(s) of Buyer(s): ____

Address: ____

Tel.: ______________________ Email: ______________________

Deed to: ______________________ Lender/Contact: ______________________

ACCEPTED BY SELLER on September 8, 2026.

TDM RENTAL PROPERTIES, LLC
By its duly authorized member / manager:

Sign: ______________________
(Thomas A. Meyer)

EARNEST MONEY RECEIPT: Auction Company acknowledges receipt of the Earnest Money in the amount of $______________________.

SCHRADER REAL ESTATE & AUCTION OF FORT WAYNE, LLC, by:

Sign: ______________________

Print: ______________________

Date Received: ______________________

I/We have read this Addendum and
agree to these auction conditions.

Buyer(s): ________________________

Seller: ________________________

ADDENDUM A

SCHRADER REAL ESTATE & AUCTION OF FORT WAYNE, LLC

Date: September 8, 2026

Owner: TDM Rental Properties, LLC ("Seller")

Sale Manager: Jerry Ehle

SCHRADER REAL ESTATE & AUCTION OF FORT WAYNE, LLC welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES:

1. Bidding is open to anyone who: (a) has successfully registered to bid online or in person; and (b) agrees to the auction terms that apply to this auction, consisting of the terms of the Agreement to Purchase and this Addendum A, both of which have been posted to the auction website.

2. Online only bidding will end at 6:00 p.m. on Tuesday, September 8, 2026. Bidding will then re-open and continue as a live "simulcast" auction with both online bidding and live in-person bidding until the bidding concludes.

3. If you are bidding in person, you will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.

4. Each of the three advertised properties is offered separately. There will be no combination bidding. If you wish to purchase more than one property, you must bid separately on each property you wish to purchase.

5. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.

6. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.

7. The final high bid for each property is subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

8. The auction terms contained in the Agreement to Purchase and this Addendum A supersede and control over any oral statements and/or any other written terms stated in the auction brochure, the auction website or otherwise.

9. Each Buyer shall deliver an earnest money deposit to Auction Company in the amount of $5,000.00, as follows:
    a. If you are bidding in person at the auction site, the earnest money will be due immediately following the auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money.
    b. For online bidders, the earnest money may be delivered by check or wire transfer, but it must be received by Auction Company **on or before September 9, 2026**.

10. The balance of the purchase price is due in cash at closing. Closing will be scheduled in accordance with Section 7 of the Agreement to Purchase. The targeted closing period is on or before October 9, 2026.

11. Delivery of title and possession shall be effective upon completion of the closing.

12. The closing agent’s fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.

13. Real estate taxes will be prorated to the date of closing in accordance with Section 3 of the Agreement to Purchase. Buyer will pay special assessments that are last payable without a penalty after the date of closing.

14. Seller will furnish the deed and owner’s title insurance at Seller’s expense in accordance with Section 5 of the Agreement to Purchase.

15. Preliminary title insurance schedules have been prepared by Metropolitan Title and posted to the auction website, along with copies of the recorded documents listed as exceptions. Printed copies are available to review in the auction display area.

16. Buyer agrees to accept title and acquire the property subject to the Permitted Exceptions as defined in Section 6 of the Agreement to Purchase, including but not limited to all matters listed as exceptions in the preliminary title insurance schedules.

17. Each property is subject to: (a) all easements, building lines and other matters shown in the applicable recorded plat(s); and (b) the covenants, conditions, and restrictions which are listed as exceptions in the applicable preliminary title insurance schedules (other than restrictions that are illegal and unenforceable by law). Copies of these documents are provided with the preliminary title insurance schedules.

18. A survey of each property has been (or will be) obtained for each closing. If not obtained before the auction, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. At closing, the survey cost shall be shared equally (50:50) by Seller and Buyer.

19. Boundary lines and auction tract maps depicted in the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

20. The sale of each property includes the range, refrigerator, washer, and dryer in the home.

21. For each home, the Seller's Residential Real Estate Sales Disclosure form and lead-based paint disclosure form have been posted to the auction website. Printed copies are provided in the auction display area. Each of these forms shall be signed by the applicable Buyer concurrently with the execution of the Agreement to Purchase.

22. The EPA pamphlet entitled "Protect Your Family from Lead in Your Home" has been posted to the auction website and printed copies are provided in the auction display area. Buyer acknowledges that, by submitting a bid, Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards as a condition of closing.

23. An Information Booklet has been posted to the auction website and printed copies are available to review in the auction display area. The Information Booklet includes information obtained or derived from various sources, including information regarding improvements and rental income, county tax parcel data, property tax information, Seller's Residential Real Estate Sales Disclosure forms, and lead-based paint disclosure forms. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided

24. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.

25. After the bidding closes, a purchase offer for each of the final high bids will be completed by the Auction Company and delivered to the applicable high bidder who shall immediately sign and return the purchase offer to the Auction Company. The purchase offer will be in the form of the Agreement to Purchase and this Addendum A (as posted to the auction website) and may be signed and/or delivered electronically. The terms of these documents are non-negotiable.

26. Schrader Real Estate & Auction of Fort Wayne, LLC and its affiliated agents are exclusively the agents of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.