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October 29, 2014

Ms. Jesko:

As you requested, the following is my clients' statement regarding the facts and circumstances surrounding the Nugents purchase of the property commonly known as 1411 West Antioch Lane, Mooresville, Indiana. If you have any questions, or need any further information, please feel free to contact me.

In December, 2010, Joshua Argue, and his wife, Jelisa Argue, purchased the real estate commonly known as 1411 West Antioch Ln., Mooresville, IN. Joshua and Jelisa and their son Jordan, date of birth May 15, 2007, lived in the residence until approximately August 2011. At that time, due to marital difficulties, Jelisa and Jordan moved out of the real estate while Joshua continued to live there.

On August 18, 2012, Joshua Argue and Jelisa Argue, entered into a listing contract with Carpenter Realtors for the real estate. Joshua's mother, Lori Argue, a Carpenter agent acted as the listing agent. Joshua and Jelisa were provided with Carpenter's standard listing packet, and as part of the listing process, filled out a Sellers Residential Real Estate Sales Disclosure. Lori Argue and Carpenter did not take part in completing the disclosure statement. That disclosure statement did not disclose any potential hazardous conditions at the real estate.

On March 8, 2013, Christopher Nugent and Jennifer Nugent entered into a Purchase Agreement with Joshua and Jelisa Argue for the purchase of the real estate. Pursuant to the Purchase Agreement, the Nugents had the right to have the property inspected. The Nugents had a home inspection, a termite inspection, and had a water sample taken and analyzed. Thereafter, on April 26, 2013, the Nugents submitted their Independent Inspection Response, Buyers Inspection Response #1, accepting the property in the condition reported in the inspection report. The transaction closed on April 26, 2013, and the Nugents took possession of the real estate.

On March 14, 2014, over 11 months after the closing, Lori Argue received an email from Jennifer Nugent alleging that she had conducted a test for

methamphetamine at the real estate which had come back positive, that they had retained legal counsel and were prepared to file a lawsuit unless Carpenter agreed to purchase the real estate back. This was the first time that anyone from Carpenter had any knowledge of possible contamination at 1411 Antioch Lane. Carpenter declined to purchase the real estate and on April 8, 2014, the Nugents filed suit against Joshua Argue, Jelisa Argue, Lori Argue, and Carpenter Realtors. The lawsuit alleges that all of the defendants knew the property was contaminated with methamphetamine and failed to disclose that information to the Nugents.

In Indiana, the duties of a real estate agent representing a seller are set forth in Ind. Code § 25-34.1-10-10 which states as follows:

(d) A licensee shall disclose to a prospective buyer or tenant adverse material facts or risks **actually known** by the licensee concerning the physical condition of the property and facts required by statute or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the buyer or tenant. **A licensee representing a seller or landlord owes no duty to conduct an independent inspection of the property for the buyer or tenant or to verify the accuracy of any statement written or oral, made by the seller, the landlord, or an independent inspector.** This subsection does not limit the obligation of a prospective buyer or tenant to obtain an independent inspection of the physical condition of the property.... (emphasis added).

There is simply no evidence in this case that Lori Argue or any representative of Carpenter had any knowledge of methamphetamine use or contamination at the real estate. In fact, the experience and actions of Lori Argue are consistent with the fact she had no knowledge that the real estate was in any way a potential hazard for the occupants.

At some point in time after Jelisa and Jordan moved out of the real estate, Lori Argue was told that her son, Joshua, had/or was using methamphetamine. Until that time, she was unaware that her son had ever used methamphetamine. She has never seen her son use methamphetamine. She has never been told that her son was involved in the production of methamphetamine. She was never told her son used methamphetamine at 1411 West Antioch Lane. As of this date, she still has no knowledge that her son was ever involved in the production of methamphetamine, or that he ever used methamphetamine at 1411 West Antioch Lane. No other representative of Carpenter has any knowledge of Joshua Argue's use of Methamphetamine, or any contamination of 1411 West Antioch lane.

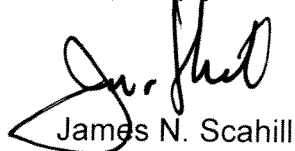
Prior to the sale, there were often other people at the real estate, none of whom exhibited any adverse effects from being present at the real estate. After

Jelisa and Jordan moved out of the real estate, there was a period of time that Joshua's cousin, Charles Wright, his fiancé, Katrina Cooper, their three-year-old daughter, and their twin two-month-old daughters lived at 1411 West Antioch. They lived in the real estate from October, 2012 until January, 2013. They never observed Joshua using or producing methamphetamine or any illegal drugs at the real estate or anywhere else. During the time they lived at the real estate, or thereafter, none of them had any unusual illnesses or adverse effects from being at the real estate.

Before and after Jelisa and Jordan moved out of the real estate, Lori Argue herself was present at the real estate on a regular basis. Often times, she was present when her grandson, Jordan, was present at the real estate. She never had any unusual illnesses or adverse effects from being at the real estate. She never observed or had any knowledge of any unusual illnesses or adverse effects in her grandson, Jordan, from being at the real estate. In fact, after closing, and prior to the Nugents taking possession, Lori Argue returned to the real estate with her grandson so that he could play there one last time.

While my clients empathize with the Nugents and their situation, Lori Argue and Carpenter had no knowledge that there was any contamination or hazardous condition at the real estate. My clients look forward to the opportunity to present all of the relevant facts at which time we believe they will be fully and completely exonerated.

Very truly yours,



James N. Scahill