

STATE OF INDIANA )  
 ) SS:  
MARION COUNTY )

IN THE MARION SUPERIOR COURT 12  
CAUSE NO. 49D12-1809-CC-038823

DSDK INVESTMENTS OF )  
INDIANA LLC, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
MORRIS INVEST LLC d/b/a MORRIS )  
INVEST, CLAYTON MORRIS, )  
OCEANPOINTE INVESTMENTS )  
LIMITED, THE WAIRE GROUP, INC., )  
 )  
Defendants. )

**FILED**  
January 25, 2019  
*Myka L. Eldridge*  
CLERK OF THE COURT  
MARION COUNTY  
RC

**PLAINTIFF'S FIRST AMENDED COMPLAINT**

COMES NOW Plaintiff DSDK Investments of Indiana, LLC, by counsel, and for its Complaint against Defendants Morris Invest LLC d/b/a Morris Invest, Clayton Morris, Oceanpointe Investments Limited, and The Waire Groupe, Inc., state as follows:

1. Plaintiff DSDK Investments of Indiana, LLC, is an Indiana Limited Liability Company with a principal address of 11715 Fox Road, Suite 400-107, Indianapolis, IN 46236.
2. Defendant Morris Invest LLC d/b/a Morris Invest ("Morris Invest") is a Delaware Limited Liability Company whose ability to do business in Indiana is unknown.
3. Defendant Clayton Morris ("Morris") is a competent adult residing in Maplewood, New Jersey.
4. At all times relevant, Defendant Morris has represented himself as the co-founder of Defendant Morris Invest.
5. Defendant Oceanpointe Investments Limited ("Oceanpointe") is an Indiana Corporation with a principal address of 11715 Fox Road, Suite 400-107, Indianapolis, IN 46236.

6. At all times relevant, Defendant Oceanpointe acted as the manager and agent of Plaintiff.

7. Defendant The Waire Group, Inc. (“Waire”) is an Indiana Corporation with a principal address of 9860 North by Northeast Blvd., Fishers, IN 46037.

8. At all times relevant, Defendants held themselves out as a team, acting in concert.

9. On or about September 27, 2017, Plaintiff entered into a purchase and construction agreement (the “Purchase Agreement”) with Defendant Morris for the purchase of the real estate and construction of a house on the property commonly known as 2749 N. Temple Ave., Indianapolis, Indiana 46218 (the “Property”).

10. A true and accurate copy of the Purchase Agreement is attached hereto as Exhibit “1”.

11. Unknown to Plaintiff, on September 27, 2017, Defendant Oceanpointe was the owner of the Property.

12. Paragraph 22 of the Purchase Agreement provides for construction of a new home on the Property.

13. On or about October 20, 2017, Defendant Oceanpointe filed with the Marion County Assessor’s Office a sales disclosure form indicating an improvement existed on the Property.

14. A true and accurate copy of the Sales Disclosure Form, certified on July 27, 2018, is attached hereto as Exhibit “2”.

15. On or about October 23, 2017, Defendant Oceanpointe conveyed the Property to Plaintiff via Warranty Deed (the “Deed”).

16. A true and accurate copy of the Deed is attached hereto as Exhibit “3”.

17. Plaintiff paid \$68,500.00 to Defendant Oceanpointe Investments for the purchase of the Property and construction of a house.

18. On October 6, 2017, Plaintiff, through its agent Defendant Oceanpointe, entered into a contract with Defendant Waire for construction of a new home on the Property (“Waire Contract”).

19. A true and accurate copy of the Waire Contract is attached hereto as Exhibit “4”.

20. On or about January 4, 2018, Defendant Waire received permits from the City of Indianapolis for the “construction of new single story house”.

21. Upon information and belief, Defendant Waire began, but did not complete, construction of a home on the Property.

22. As of the filing of this action, and despite Plaintiff satisfying all conditions precedent to the Purchase Agreement, no home has been constructed on the Property.

**COUNT I—BREACH OF CONTRACT**  
**– MORRIS, MORRIS INVEST, AND OCEANPOINTE**

23. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 22 of this Complaint.

24. Defendants, by failing to deliver to Plaintiff a fully constructed home on the Property, are in breach of their respective contracts.

25. Defendants have failed to cure their respective breaches.

26. Plaintiff has performed all conditions precedent under the contract and has not excused Defendants’ failure.

27. Plaintiff has incurred damages arising from Defendants’ breach of contracts.

28. Paragraph 20 of the Purchase Agreement provides for recovery of attorney fees.

29. Plaintiff has incurred attorney fees as a result of Defendants’ breach of the Purchase

Agreement.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully demands that the Court award damages in the amount of no less than \$68,500.00, pre- and post-judgment interest, attorney fees, costs, and all other relief proper in the premises.

**COUNT II – BREACH OF CONTRACT – WAIRE GROUP**

30. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 29 of this Complaint.

31. Oceanpointe, as agent for Plaintiff, entered into a contract with Waire Group for the construction of a home on the Property.

32. Plaintiff was the intended beneficiary of the contract between Oceanpointe and Waire Group.

33. Defendant, Waire Group, by failing to deliver to Plaintiff a fully constructed home on the Property, is in breach of the Waire Contract.

34. Defendant has failed to cure its breach.

35. Plaintiff has performed all conditions precedent under the contract and has not excused Defendant's failure.

36. Plaintiff has incurred damages arising from Defendant's breach of contract.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully demands that the Court award damages in the amount of no less than \$68,500.00, pre- and post-judgment interest, attorney fees, costs, and all other relief proper in the premises.

**COUNT III—NEGLIGENCE**

37. Plaintiff incorporate by reference as though set forth fully herein, the allegations made in paragraphs 1 through 36 of this Complaint.

38. Defendants owed Plaintiff a duty to provide a fully constructed home on the Property.

39. Defendants breached their duty to provide Plaintiff with a fully constructed home on the Property.

40. As a direct and proximate result of Defendants' negligence, Plaintiff suffered damages.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully demands that the Court award damages, pre- and post-judgment interest, costs, and all other relief proper in the premises.

#### **COUNT IV—FRAUD**

41. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 40 of this Complaint.

42. Defendants misrepresented that Morris had authority to sell the Property.

43. Defendants misrepresented that a structure existed on the Property.

44. Between September 27, 2017, and the present, Defendants, in concert with each other, made repeated misrepresentations to Plaintiff in a series of communications, including but not limited to misrepresentations regarding the construction status of the house on the Property.

45. Defendants made these misrepresentations to Plaintiff with knowledge or reckless ignorance of their falsity.

46. Plaintiff reasonably relied upon the misrepresentations to its detriment, to wit: Plaintiff entered into the Purchase Agreement with Morris and made payments to Defendants per the terms of the Purchase Agreement.

47. As a result of Plaintiff's reliance, Plaintiff has been harmed and suffered damages,

the extent of which is presently unknown because of the significant prospective impact.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully requests that the Court award damages, exemplary damages, pre- and post-judgment interest, attorney fees, costs, and all other relief proper in the premises.

#### **COUNT V – BREACH OF FIDUCIARY DUTY**

48. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 47 of this Complaint.

49. At all times relevant, Defendants Morris, Morris Direct, and Oceanpointe, acted as Plaintiff's agent for the purchase of the Property and for the construction of the house.

50. At all times relevant, Defendants Morris, Morris Direct, and Oceanpointe, had complete and unilateral control over the operations and conduct of Plaintiff's business in Indiana.

51. At all times relevant, Defendants Morris, Morris Direct, and Oceanpointe, owed a fiduciary duty to Plaintiff while in control of Plaintiff.

52. On information and belief, Defendants Morris, Morris Direct, and Oceanpointe have distributed all of Plaintiff's purchase price of \$68,500.00.

53. Defendants Morris, Morris Direct, and Oceanpointe breached their fiduciary duty to Plaintiff by failing to fulfill their obligations to construct a house on the Property.

54. Defendants Morris, Morris Direct, and Oceanpointe breached their fiduciary duty to Plaintiff by self-dealing and distributing Plaintiff's monies to themselves or to other entities controlled by said Defendants.

55. Defendants Morris, Morris Direct, and Oceanpointe's conduct, was not in the best interest of Plaintiff and resulted in financial harm to Plaintiff.

56. Defendants Morris, Morris Direct, and Oceanpointe's conduct was done in the

interests of Defendants Morris, Morris Direct, and Oceanpointe's and resulted in financial harm to Plaintiff.

57. Defendants conduct, as set forth above, was a breach of their fiduciary duty to Plaintiff.

58. That since October 23, 2017, Defendants Morris, Morris Direct, and Oceanpointe's have actively concealed their breach of fiduciary duty to Plaintiff.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully requests that the Court award damages in the amount of no less than \$68,500.00, exemplary damages, pre- and post-interest, attorney fees, costs, and all other relief proper in the premises.

#### **COUNT VI – CONVERSION**

59. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 58 of this Complaint.

60. Defendants' knowingly and intentionally exerted unauthorized control over Plaintiff's property, to-wit: \$68,500.00.

61. The forgoing conduct constitutes conversion as set forth in Ind. Code §35-43-4-3, for which Plaintiff is entitled to recover actual and statutory damages, costs, attorneys' fees, and other statutory remedies pursuant to Ind. Code §34-24-3-1.

62. Plaintiff has suffered a pecuniary loss as a result of Defendants' violations of Ind. Code §35-43-4-3.

63. Plaintiff has suffered damages as a result of Defendants' violation of Ind. Code §35-43-4-3.

64. Plaintiff has incurred, and will continue to incur, reasonable attorneys' fees as a result of Defendants' violations of Ind. Code §35-43-4-3.

WHEREFORE, Plaintiff, DSDK Investments of Indiana, LLC, respectfully requests judgment in its favor and against Defendants, an award of damages, treble damages, its reasonable attorneys' fees, pre- and post-judgment interest, and the costs of this action, and all other relief proper in the premises.

**COUNT VII - SPECIFIC PERFORMANCE**

65. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 64 of this Complaint.

66. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff to be performed in accordance with the terms and conditions of the contracts between Plaintiff and Defendants.

67. Plaintiff has tendered to Defendants the sum of \$68,500.00 as required by the contracts.

68. Defendants have failed and refused, and continue to fail and refuse, to perform the conditions of the contracts required by Defendant to be performed, in that Defendants refuse to construct a home on the Property.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully requests that the Court issue an order requiring Defendants to fulfill the terms of their contracts with Plaintiff, and award damages, pre- and post-interest, attorney fees, costs, and all other relief proper in the premises.

**COUNT VIII – BUSINESS OPPORTUNITY DECEPTION**

69. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 68 of this Complaint.

70. Defendants did knowingly fail to comply with Indiana Code § 24-5-8 *et. seq.*,



known as the Indiana Business Opportunity Transaction Act.

71. Defendants solicited an investment from Plaintiff of \$68,500.00 in exchange for Defendants to convey and construct the Property and to place renters in the Property to generate rental income.

72. Defendants deceived Plaintiff by promising to construct the Property upon Plaintiff's investment, but never actually undertook the actions to fulfill that promise.

73. Defendants failed to put in writing a detailed description of every service that Defendants agreed to undertake for Plaintiff.

74. That because of the deceitful actions of the Defendants, Plaintiff has been damaged.

75. Pursuant to the Indiana Business Opportunity Transaction Act, Indiana Code § 24-5-8 *et. seq.*, Plaintiff is entitled to bring an action for recovery of its actual damages including attorney's fees and costs.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully requests judgment in its favor and against Defendants, an award of damages, its reasonable attorneys' fees, pre- and post-judgment interest, and the costs of this action, and all other relief proper in the premises.

**COUNT IX – QUANTUM MERUIT AND UNJUST ENRICHMENT**

76. Plaintiff incorporates by reference as though set forth fully herein, the allegations made in paragraphs 1 through 75 of this Complaint.

77. Plaintiff performed its obligations under the purchase agreement and closing documents by remitting the Purchase Price for the Property to Defendants.

78. The purchase price paid for the Property was payment for the conveyance of the

Property in tenant rent-ready condition.

79. Defendants failed or refused to perform under the Purchase Agreement as agreed.

80. As such, Defendants have and are continuing to receive measurable benefits of the payments made by Plaintiff, and their retention of such benefits without the delivery of the Property as tenant rent-ready as required under the Purchase Agreement, closing documents or agreement of the parties is unjust to the Plaintiff.

81. Accordingly, Plaintiff is entitled to relief from Defendants under the equitable doctrine of quantum meruit and unjust enrichment.

WHEREFORE, Plaintiff DSDK Investments of Indiana, LLC, respectfully requests judgment in its favor and against Defendants, an award of damages, its reasonable attorneys' fees, pre- and post-judgment interest, and the costs of this action, and all other relief proper in the premises.

Respectfully submitted,

THRASHER BUSCHMANN & VOELKEL, P.C.  
ATTORNEYS FOR PLAINTIFF

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Marion Superior Court, Civil Division 12

Marion County, Indiana

dotloop signature verification: www.dotloop.com/my/verification/DL-279168632-11-1M1Z

Selling Broker (Co.) \_\_\_\_\_ (office code) By \_\_\_\_\_ (individual code)
\_\_\_\_\_ (office code) By \_\_\_\_\_ (individual code)

PURCHASE AGREEMENT (IMPROVED PROPERTY)

1 Date: 09/17/2017

3 1. BUYER: DSDK INVESTMENTS OF INDIANA, LLC ("Buyer") agrees
4 to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and
5 conditions:

7 2. PROPERTY: The property ("Property") is known as 2749 North Temple Avenue
8 in \_\_\_\_\_ Township, Marion County \_\_\_\_\_ County, Indianapolis
9 Indiana, 46218 (zip code) legally described as \_\_\_\_\_

11 together with any existing permanent improvements and fixtures attached (unless leased), such as, but not limited to, electrical and/or gas
12 fixtures, home heating fuel, heating and central air-conditioning equipment and all attachments thereto, built-in kitchen equipment, sump
13 pump, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates, central vacuum equipment, window shades/blinds,
14 curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas,
15 satellite dishes and controls, storage barns, all landscaping, mailbox, garage door opener with control(s) AND THE FOLLOWING
16 \_\_\_\_\_

22 The terms of this Agreement will determine what items are included/excluded. All items sold shall be fully paid for by Seller at
23 time of closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities if
24 material.

26 3. PRICE: Buyer will pay the total purchase price of \$68,500 for the Property. If Buyer obtains an appraisal of the
27 Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

29 4. EARNEST MONEY: Buyer submits \$ 0 as earnest money which shall be applied to the purchase
30 price. The listing broker shall deposit earnest money received into its escrow account within two (2) banking days of acceptance of
31 this Agreement and hold it until time of closing the transaction or termination of this Agreement. If Buyer fails for any reason to
32 submit earnest money, Seller may terminate this Agreement. Earnest money shall be returned promptly in the event this offer
33 is not accepted. If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest
34 money shall be retained by Seller for damages the Seller has or will incur, and Seller retains all rights to seek other legal and equitable
35 remedies. The Broker holding any earnest money is absolved from any responsibility to make payment to the Seller or Buyer
36 unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 1-1-23
37 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release
38 the earnest money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice
39 of the disbursement by certified mail. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of
40 the mailing date of the certified letter, Broker may release the earnest money to the party identified in the certified letter.
41 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith
42 disbursement of earnest money in accordance with this Agreement and licensing regulations.

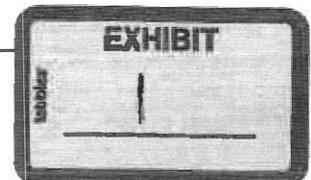
44 5. METHOD OF PAYMENT: (Check appropriate paragraph letter)
45
46 [X] A. CASH: The entire purchase price shall be paid in cash and no financing is required.
47 [ ] B. NEW MORTGAGE: Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

49 [ ] Conventional [ ] Insured Conventional [ ] FHA [ ] VA [ ] Other: \_\_\_\_\_ first
50 mortgage loan for \_\_\_\_\_ % of purchase price, payable in not less than \_\_\_\_\_ years, with an original rate of
51 interest not to exceed \_\_\_\_\_ % per annum and not to exceed \_\_\_\_\_ points. Buyer shall pay all costs of
52 obtaining financing, except \_\_\_\_\_
53 \_\_\_\_\_

56 CLOSING FEE, SURVEY AND TITLE INSURANCE COSTS ARE NOT INCLUDED ABOVE. Any inspections and charges which are
57 required to be made and charged to Buyer or Seller by the lender, FHA, VA, mortgage insurer, or closing agent, shall be made and
58 charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

2749 North Temple Avenue, Indianapolis, IN 46218

(Property Address)



- 60  D. CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)
- 61  E. OTHER METHOD OF PAYMENT: (Attach Financing Addendum)

62  
 63 6. **TIME FOR OBTAINING FINANCING:** Buyer agrees to make written application for any financing necessary to complete this  
 64 transaction or for approval to assume the unpaid balance of the existing mortgage within \_\_\_\_\_ days after the acceptance  
 65 of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with  
 66 the Broker and Seller. No more than \_\_\_\_\_ days after acceptance of the Agreement shall be allowed for obtaining  
 67 favorable written commitment(s) or mortgage assumption approval. If a commitment or approval is not obtained within the time  
 68 specified above, this Agreement shall terminate unless an extension of time for this purpose is mutually agreed to in writing.

70 7. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before 09/27/2017, or  
 71 with 10 /s after title commitment, whichever is later or this Agreement shall terminate unless an  
 72 extension of time is mutually agreed to in writing. The closing fee shall be paid by  BUYER  SELLER  shared equally.

74 8. **POSSESSION:**

- 76 A. The possession of the Property shall be delivered to Buyer  at closing  within \_\_\_\_\_ days after closing or  on or before  
 77 \_\_\_\_\_ If closed. For each day Seller is entitled to possession after closing, Seller shall pay to Buyer  
 78 at closing \$ \_\_\_\_\_ per day. If Seller does not deliver possession by the date required in the first sentence  
 79 of this paragraph, Seller shall pay Buyer \$ \_\_\_\_\_ per day as liquidated damages until possession  
 80 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
- 81 B. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject  
 82 to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied  
 83 with this paragraph. Seller shall remove all debris and personal property not included in the sale.
- 84 C. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In  
 85 the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either (a)  
 86 terminate this Agreement or (b) elect to close the transaction, in which event Seller's right to all insurance  
 87 proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 88 D. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

90 9. **SURVEY:** Buyer shall receive a (check ONE)  SURVEYOR LOCATION REPORT, which is a survey where corner markers are not set;  
 91  BOUNDARY SURVEY, which is a survey where corner markers of the Property are set prior to closing;  WAIVED, no survey required  
 92 at (Check ONE)  BUYER'S expense;  SELLER'S expense. The survey shall (1) be received prior to closing and certified as of a  
 93 current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood  
 94 zone designation of the Property.

96 10. **FLOOD AREA/OTHER:** Buyer  may  may not terminate this Agreement if the Property requires flood insurance or Buyer  may  
 97  may not terminate this Agreement if the Property is subject to building or use limitations by reason of the location.

99 11. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a favorable written  
 100 commitment for homeowner's insurance within 10 days after acceptance of this Agreement.

102 12. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker, Selling Broker and all  
 103 salespersons associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the  
 104 evaluation or existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants")  
 105 which might exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness,  
 106 including but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children  
 107 and/or the elderly.

109 Buyer is STRONGLY ADVISED to obtain inspections (see below) to fully determine the condition of the Property and its environmental  
 110 status. The ONLY way to determine if Environmental Contaminants are present at the Property at harmful levels is through inspections.

112 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental Contaminants and release  
 113 and hold harmless all Brokers, their companies and sales associates from any and all liability, including attorney's fees and  
 114 costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the  
 115 Property, including Environmental Contaminants. This release shall survive the closing.

117 13. **INSPECTIONS: (Check paragraph letter A or B)**  
 118  A. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED** (including Lead-Based Paint) independent of and in  
 119 addition to any inspections required by FHA, VA, or Buyer's lender(s). All inspections are to be at Buyer's expense (unless  
 120 noted otherwise or required by lender) by licensed inspectors or qualified contractors selected by Buyer within the following time  
 121 periods. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections.

123 **INSPECTION/RESPONSE PERIOD:** Buyer shall order all INDEPENDENT INSPECTIONS immediately after acceptance of the Purchase  
 124 Agreement. Buyer shall have \_\_\_\_\_ days beginning the day following the date of acceptance of the Purchase Agreement to  
 125 respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

126 dotloop signature verification: www.dotloop.com/my/verification?DC:279168&32-11-1M12 condition of the following systems and components: heating, cooling,  
127 electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood-eating insects and  
128 organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon (tested at  
129 lowest livable area either currently finished or unfinished), mold and other biological contaminants and/or the following:  
130  
131

132  
133 If the Initial Inspection report reveals the presence of lead-based paint, radon or mold and other biological contaminants, then  
134 Buyer shall have \_\_\_\_\_ additional days to order, receive and respond in writing to any additional reports.  
135

136 If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the  
137 applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If the Buyer reasonably believes that  
138 the Inspection Report reveals a MAJOR DEFECT with the Property and the Seller is unable or unwilling to remedy the defect to the  
139 Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then this Agreement may be  
140 terminated by the Buyer or such defect shall be waived by the Buyer and the transaction shall proceed toward closing. Under  
141 Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property that would significantly  
142 impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly  
143 shorten or adversely affect the expected normal life of the premises. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY  
144 DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT SHALL NOT BE  
145 A BASIS FOR TERMINATION OF THIS AGREEMENT. ALL TIME PERIODS APPLICABLE TO INSPECTION RESPONSES SHALL BE  
146 REASONABLE.  
147

148  B. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY  
149 ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THE  
150 AGREEMENT. However, Buyer waives inspections and relies upon the condition of the Property based upon Buyer's own  
151 examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and  
152 all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required  
153 FHA/VA or lender inspections are not included in this waiver.  
154

155 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which  will  
156  will not be provided at a cost of \$ \_\_\_\_\_ charged to  Buyer  Seller.  
157 Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the Property nor  
158 replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit.  
159

160 14. SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE: (check one)

- 161  Buyer acknowledges receipt and execution of a Seller's Residential Real Estate Sales Disclosure Form.  
162  Buyer has not received an executed Seller's Residential Real Estate Disclosure Form.  
163  Seller's Residential Real Estate Sales Disclosure Form is not applicable to this transaction.  
164  
165

166 15. TITLE APPROVAL: Prior to closing, Buyer shall be furnished  an ALTA 98 Title Insurance Commitment (if available) or  an ALTA  
167 92 Title Insurance Commitment in the amount of purchase price or  an abstract of title continued to date showing marketable title  
168 to the Property in Seller's name. The cost shall be paid by  Buyer  Seller  shared equally  Seller to pay owner's policy and  
169 Buyer to pay mortgage policy  other

170 Any encumbrances or defects in title must be removed and Seller must convey title free and clear of any encumbrances and title defects,  
171 with the exception of any mortgage assumed by Buyer and any restrictions and easements of record which will not materially interfere  
172 with Buyer's intended use of the Property. Seller shall order the commitment  immediately  after mortgage approval  
173  other

174 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendors  
175 affidavit), so that marketable title can be conveyed. A title company, at Buyer's request, can provide information about availability,  
176 desirability, coverage, and cost of various title insurance coverages, gap and other endorsements.  
177

178 16. TAXES: (Check paragraph A, B or C)

179  A. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on 05/10/2018  
180 \_\_\_\_\_, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.  
181  
182

183  B. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current  
184 calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the  
185 Closing Date.  
186

187 For purposes of paragraph A and B: if the tax rate and/or assessment for taxes assessed in the current year have not been determined  
188 at the closing of the transaction, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of such  
189 proration and credit for due but unpaid taxes, and this shall be a final settlement. WARNING: Buyer is responsible for confirming the  
190 status of all tax exemptions and/or credits.

182 \$ \_\_\_\_\_ to Buyer at closing. If the tax rate and/or assessment for taxes is available prior to the Closing Date,  
193 then paragraph B shall apply.  
194

195 **WARNING: The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly**  
196 **exceed the last tax bill available to the closing agent.**  
197

198 **17. PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any  
199 rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated  
200 as of the day prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements  
201 previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in  
202 assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing  
203 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be  
204 paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.  
205

206 **18. TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are  
207 calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.  
208

209 **19. HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION:** Documents for a mandatory membership association shall be  
210 delivered by the Seller to Buyer within \_\_\_\_\_ days after acceptance of this Agreement. If the Buyer does not make a written response to  
211 the documents within \_\_\_\_\_ days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept  
212 the provisions in the documents and such provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest  
213 money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in  
214 writing, within \_\_\_\_\_ days after Buyer's approval of the documents.  
215

216 Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall  
217 therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the  
218 Property.  
219

220 **20. ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party  
221 brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's  
222 fees from the non-prevailing party.  
223

224 **21. MISCELLANEOUS:**  
225

226 **A.** Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any  
227 other items shall be computed through the date of closing.  
228

229 **B.** Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.  
230

231 **C.** The Indiana Sheriff's Sex Offender Registry ([www.indianasheriffs.org](http://www.indianasheriffs.org)) exists to inform the public about the identity, location and  
232 appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.  
233

234 **D.** Conveyance of this Property shall be by general Warranty Deed, or by \_\_\_\_\_,  
235 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.  
236

237 **E.** Seller represents and warrants that Seller is not a "foreign person" (individual entity) and, therefore, is not subject to the  
238 Foreign Investment in Real Property Tax Act.  
239

240 **F.** Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or  
241 digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller  
242 or Buyer or the designated agent of either party.  
243

244 **G.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties'  
245 respective heirs, executors, administrators, legal representatives, successors, and assigns.  
246

247 **H.** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,  
248 or unenforceability shall not affect any other provision of this Agreement.  
249

250 **I.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral  
251 agreements between the parties' respecting the transaction and cannot be changed except by their written consent.  
252

253 **J.** All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.  
254

255 **K.** Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title  
256 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not  
257 guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or  
258 recommended to them by Broker(s).

2749 North Temple Avenue, Indianapolis, IN 46218

(Property Address)

258 doloop signature verification: www.doloop.com/myVerification/DL-27916863211-11M12 knowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service, internet or other advertising media, if any, to publish information regarding this transaction.

261 M. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

262 N. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

263 O. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # \_\_\_\_\_

264 P. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

272 22. FURTHER CONDITIONS (List and attach any addenda):

273 The purchase price listed above includes new construction on this property. The seller agrees to rehab this property to rent ready condition.  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_

281 23. EXPIRATION OF OFFER: Unless accepted by Seller and delivered to Buyer by  A.M.  P.M.  Noon, the day of \_\_\_\_\_ this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

282 24. DOCUMENT PROTECTION: Buyer acknowledges and agrees to pay the fee at closing for electronic filing and online access to transaction and closing documents.

283 25. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

284 26. ACKNOWLEDGEMENTS: Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

285 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

302  
303 *Damian Robinson* doLoop Verifying 09/27/17 1:35PM EDT \_\_\_\_\_  
304 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

305 *Damian Robinson* \_\_\_\_\_  
306 PRINTED PRINTED  
307

308 (Check appropriate paragraph letter)  
309  A. As the Seller(s) of the property described herein, the above terms and conditions are accepted this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  A.M.  P.M.  Noon.

310  B. The above offer is Rejected.

311  C. The above offer is Countered. Seller should sign both the Purchase Agreement and the Counter Offer.

312  
313  
314  
315  
316  
317 *Chapman* \_\_\_\_\_  
318 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

319  
320 PRINTED PRINTED



**SALES DISCLOSURE FORM**

State Form 46021 (R11/12-11)  
Prescribed by Department of Local Government Finance  
Pursuant to IC 6-1.1-5.5

**PRIVACY NOTICE:** The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).

SDF ID 49 2017 7250604  
County Year Unique ID

SDF Date: 10/20/2017

**PART I To be completed by BUYER/GRANTEE and SELLER/GRANTOR**  
**A. PROPERTY TRANSFERRED - MUST BE CONVEYED ON A SINGLE CONVEYANCE DOCUMENT**


1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
Parcel Number: 49-07-29-151-130.000-101	<input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input checked="" type="checkbox"/> 4. Improvement	2749 N Temple Avenue Indianapolis, IN 46218	11715 Fox Road, Suite 400-107 Indianapolis, IN 46236

7 Legal Description:  
Lots Numbered 16 and 17, except the South 7 feet of Lot 17, all in Block 6, Elmwood Addition, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 13, page 180, in the Office of the Recorder of Marion County, Indiana. Also the West half of the vacated 14 foot North-South alley adjacent to the East side of the above described tract (vacated declaratory resolution No. 72 vac 30/30 and recorded as Instrument No. 73-60711)

**B. CONDITIONS - IDENTIFY ALL THAT APPLY**      **C. SALES DATA - DISCLOSE VALUE OF ITEMS LISTED IN TABLE B, ITEMS 1-715**

- If condition 1 applies, filer is subject to disclosure and a disclosure filing fee*
- 1. A transfer of real property interest for valuable consideration.
  - 2. Buyer is an adjacent property owner.
  - 3. Vacant land.
  - 4. Exchange for other real property. ("Trade")
  - 5. Seller paid points. (Provide the value Table C Item 12.)
  - 6. Change planned in the primary use of the property? (Describe in special circumstances in Table C Item 3)
  - 7. Existence of family or business relationship between buyer and seller. (Complete Table C Item 4)
  - 8. Land contract. Contract term (YY): 0  
Land Contract Date (MM/DD/YYYY):
  - 9. Personal property included in transfer. (Provide the value Table C Item 5.)
  - 10. Physical changes to property between March 1 and date of sale. (Describe in special circumstances in Table C Item 3)
  - 11. Partial interest. (Describe in special circumstances in Table C Item 3)
  - 12. Easements or right-of-way grants.

1. Conveyance date (MM/DD/YYYY): 09/28/2017  
2. Total Number of parcels: 1  
3. Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

Provided by   
**JUL 27 2018**  
Marion County Assessor's Office  
317-327-4909  
*See attachments for additional applicable circumstances*

- If conditions 13 - 15 apply, filers are subject to disclosure, but no disclosure filing fee.*
- 13. Document for compulsory transactions as result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, or probate.
  - 14. Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
  - 15. Transfer to a charity, not-for-profit organization, or government.

<input type="checkbox"/> 4. Family or business relationship existing between buyer and seller? Amount of discount: \$0.00	
<i>Disclose actual value in money, property, a service, an agreement, or other consideration.</i>	
5. Estimated value of personal property:	\$0.00
6. Sales price:	\$68,500.00
<input type="checkbox"/> 7. Is the seller financing sale? If yes, answer questions (8-13)	
<input type="checkbox"/> 8. Is buyer/borrower personally liable for loan?	
<input type="checkbox"/> 9. Is this a mortgage loan?	
10. Amount of loan:	\$0.00
11. Interest rate:	0.0000%
12. Amount in points:	\$0.00
13. Amortization Period:	0





**D: PREPARER**

*Preparer of the Sales Disclosure Form*

**1848 Alabama Street**  
*Address (Number and Street)*

**Indianapolis, IN 46202**  
*City, State, and ZIP Code*

**Title**

**Paramount Title Agency**  
*Company*

**317-671-4826**  
*Telephone Number*

**E-mail**

**E: SELLER(S)/GRANTOR(S)**

**Oceanpoints Investments**  
*Seller 1 - Name as appears on conveyance document*

**11715 Fox Road, Suite 400-107**  
*Address (Number and Street)*

**Indianapolis, IN 46236**  
*City, State, and ZIP Code*

**317-313-4019**  
*Telephone Number*

**E-mail**

**Seller 2 - Name as appears on conveyance document**

**Address (Number and Street)**

**City, State, and ZIP Code**

**Telephone Number**

**E-mail**

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

**Natalie Bastin, Member**  
*Printed Name of Seller*

**Signature of Seller**

*Sign Date (MM/DD/YYYY)*

**Signature of Seller**

*Printed Name of Seller*

*Sign Date (MM/DD/YYYY)*

**F: BUYER(S)/GRANTEE(S) - APPLICATION FOR PROPERTY TAX DEDUCTIONS FOR HOMESTEAD THAT APPLY**

**DSDK Investments of Indiana LLC**  
*Buyer 1 - Name as appears on conveyance document*

**11715 Fox Road, Suite 400-107**  
*Address (Number and Street)*

**Indianapolis, IN 46236**  
*City, State, and ZIP Code*

**317-963-7721** info@morrisinvest.com  
*Telephone Number*

**E-mail**

**DSDK Investments of Indiana LLC**  
*Buyer 2 - Name as appears on conveyance document*

**11715 Fox Road, Suite 400-107**  
*Address (Number and Street)*

**Indianapolis, IN 46236**  
*City, State, and ZIP Code*

**317-963-7721** info@morrisinvest.com  
*Telephone Number*

**E-mail**

THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY.

YES	NO	CONDITION	YES	NO	CONDITION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county: <b>Address (Number and Street)</b> <b>City, State ZIP Code</b> <b>County</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Homestead
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Does the buyer have a homestead in Indiana to be vacated for this residence? If yes, provide complete address of residence being vacated, including county: <b>Address (Number and Street)</b> <b>City, State ZIP Code</b> <b>County</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Solar Energy Heating/Cooling System
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Wind Power Device
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Hydroelectric Power Device
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Geothermal Energy Heating/Cooling Device
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Is this property a residential rental property?
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see instructions for more information. Not available in all counties.) <b>Primary property owner contact name</b>

**E-mail**

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse Information, Social Security and Driver's License/Other numbers are not necessary if no Homestead Deduction is being filed.)

**Damian G Robinson, Member**  
*Printed Legal Name of Buyer 1*

**Signature of Buyer 1**

*Sign Date (MM/DD/YYYY)*

XXXXXXXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
*Last 5 digits of Buyer 1 Driver's State License/ID/Other Number*

**Shelli Rae Robinson, Member**  
*Printed Legal Name of Buyer 2/Spouse*

**Signature of Buyer 2/Spouse**

*Sign Date (MM/DD/YYYY)*

XXXXXXXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
*Last 5 digits of Buyer 2/Spouse Driver's State License/ID/Other Number*

**D. PREPARER**

Connie Flowers  
 Preparer of the Sales Disclosure Form  
 1848 North Alabama Street  
 Address (Number and Street)  
 Indianapolis, AL 46202  
 City, State, and ZIP Code

Administrative  
 Title  
 Paramount Title Agency  
 Company  
 (317) 218-9908 Telephone Number  
 cflowers@paramounttitleus.com E-mail

**E. SELLER(S)/GRANTOR(S)**

Oceanpointe Investments  
 Seller - Name as appears on conveyance document  
 11715 Fox Road, Suite 400-107  
 Address (Number and Street)  
 Indianapolis, IN 46236  
 City, State, and ZIP Code  
 (317)313-4019 Telephone Number  
 E-mail

Seller - Name as appears on conveyance document  
 Address (Number and Street)  
 City, State, and ZIP Code  
 Telephone Number  
 E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller  
 Printed Name of Seller Sign Date (MM/DD/YYYY)

Signature of Seller  
 Printed Name of Seller Sign Date (MM/DD/YYYY)

**F. BUYER(S)/GRANTEE(S) - APPLICATION FOR DEDUCTIONS AND CREDITS - IDENTIFY ALL ITEMS THAT APPLY**

DSDK Investments of Indiana LLC  
 Buyer - Name as appears on conveyance document  
 11715 Fox Road, Suite 400-107  
 Address (Number and Street)  
 Indianapolis, IN 46236  
 City, State, and ZIP Code  
 4109637721 Telephone Number  
 E-mail E-mail Tax Bill (Y/N)

Buyer - Name as appears on conveyance document  
 Address (Number and Street)  
 City, State, and ZIP Code  
 Telephone Number E-mail E-mail Tax Bill (Y/N)

**THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY**

1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county:  
 Address (Number and Street)  
 AL 0  
 City, State, and ZIP Code County

2. Does the buyer have a homestead to be vacated for this residence? If yes, provide complete address of residence being vacated, including county:  
 Address (Number and Street)  
 0  
 City, State, and ZIP Code County

3. Homestead  
 4. Solar Energy Heating/Cooling System  
 5. Wind Power Device  
 6. Hydroelectric Power Device  
 7. Geothermal Energy Heating/Cooling Device  
 8. Is this property a residential rental property?  
 9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see the instructions for more information. Not available in all counties.)  
 Primary property owner contact name E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse Information, Social Security and Driver's License/other numbers are not necessary if no Homestead Deduction is being filed.)

Signature of Buyer  
 Printed Name of Buyer Sign Date (MM/DD/YYYY)  
 Last 5 digits of Buyer 1 Driver's License/ID/Other Number State Last 5 Digits of Social Security Number

Signature of Buyer / Spouse  
 Printed Name of Buyer / Spous Sign Date (MM/DD/YYYY)  
 Last 5 digits of Buyer 2/Spouse Driver's License/ID/Other Number State Last 5 Digits of Social Security Number

**A201700118670**

JOSEPH P. O'CONNOR  
MARION COUNTY ASSESSOR  
Oct 23 2017 AM 11:03  
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER  
E-049001102 TS

10/23/2017 11:12 AM  
KATHERINE SWEENEY BELL  
MARION COUNTY IN RECORDER  
FEE: \$ 35.00  
PAGES: 2  
By: ER

GW  
E/COPY PROPERTY OF MARION COUNTY IN RECORDER LICENSE ONLY FOR RESALE, IC 36-2-7-10

State Parcel Number: 49-07-29-151-130.000-101 Parcel Number: 1002274

**WARRANTY DEED**

**THIS INDENTURE WITNESSETH THAT**

**Oceanpointe Investments**

**CONVEYS AND WARRANTS TO**

**DSDK Investments of Indiana LLC**, for Ten Dollars (\$10.00) and other valuable consideration the receipt whereof is hereby acknowledged, the following described real estate in Marion County, in the State of Indiana, to wit:

Lots Numbered 16 and 17, except the South 7 feet of Lot 17, all in Block 6, Elmwood Addition, an addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 13, page 180, in the Office of the Recorder of Marion County, Indiana. Also the West half of the vacated 14 foot North-South alley adjacent to the East side of the above described tract (vacated declaratory resolution No. 72 vac 30/30 and recorded as Instrument No. 73-60711)

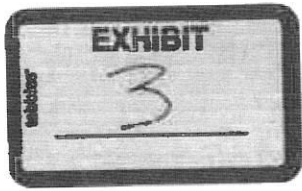
Subject to real estate taxes now due and payable and thereafter

Subject to easements, restrictions and covenants of record.

The undersigned person(s) executing this deed on behalf of Grantor represent and certify that he/she/they is/are duly elected member(s)/manager(s) of Grantor and has/have been fully empowered to execute and deliver this deed; that the undersigned has full authority and capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has executed this deed this 26 day of September, 2017

Oceanpointe Investments  
BY: [Signature]  
Natalie Bastin, Member



IMAGE/COPY PROPERTY OF MARION COUNTY, IN FOR LICENSEE ONLY

State of Indiana, County of Marion ss:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Natalie Bastin, Member of Oceanpointe Investments, who acknowledged the execution of the foregoing document and who, having been duly sworn, stated that the representations therein contained are true.

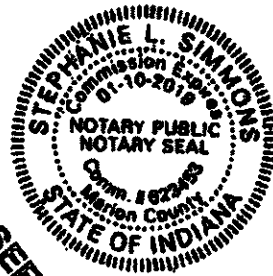
Witness, my hand and seal this 21 day of September, 2017

My Commission Expires: \_\_\_\_\_

*Stephanie L. Simmons*  
Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence



This instrument was prepared by:  
Adam Habig, Attorney-at-Law  
1848 Alabama Street, Indianapolis, IN 46202

Property Address:  
2749 N Temple Avenue  
Indianapolis, IN 46218

Grantee's Address and Mail Tax Statements to:  
11715 Fox Road, Suite 400-107  
Indianapolis, IN 46236

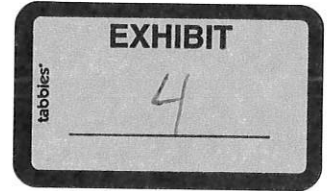
I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Adam Habig

NOTARY RESALE, IC 36-2-7-10



The WAIRE Group  
Contract Purchase

10/6/17



RESIDENTIAL CONSTRUCTION CONTRACT

The WAIRE Group, an Indiana corporation with its principal offices at 9860 N by NE Blvd, Fishers, Indiana 46037 ("Builder") contracts with OCEANPOINT INVESTMENTS LIMITED

("Clients") for the construction of THIRTY (30) single family dwellings ("Dwellings") to be constructed on the following addresses:

- 3610 E Vermont St, Indianapolis, IN
- 3721 E Vermont St, Indianapolis, IN
- 2325 N LaSalle St, Indianapolis, IN
- 2439 N Oxford St, Indianapolis, IN
- 2749 N Temple Ave, Indianapolis, IN
- 2747 N Dearborn St, Indianapolis, IN
- 441 N Rural St, Indianapolis, IN
- 2052 Nolan Ave, Indianapolis, IN
- 2406 Wheeler St, Indianapolis, IN
- 2347 N Gale St, Indianapolis, IN
- 2626 N Gale St, Indianapolis, IN
- 2879 N Gale St, Indianapolis, IN
- 2927 N Gale St, Indianapolis, IN
- 3026 N Gale St, Indianapolis, IN
- 3260 N Emerson Ave, Indianapolis, IN
- 3345 N Tacoma Ave, Indianapolis, IN
- 3025 Ethel Ave, Indianapolis, IN
- 3112 N Euclid Ave, Indianapolis, IN
- 2913 Stuart St, Indianapolis, IN
- 2530 Station St, Indianapolis, IN
- 2721 Station St, Indianapolis, IN
- 2733 Station St, Indianapolis, IN
- 2911 Station St, Indianapolis, IN
- 2934 Station St, Indianapolis, IN
- 2946 Station St, Indianapolis, IN
- 3037 Station St, Indianapolis, IN
- 3136 Station St, Indianapolis, IN
- 2839 Stuart St, Indianapolis, IN
- 2938 N Chester Ave, Indianapolis, IN
- 3436 N Chester Ave, Indianapolis, IN

in accordance with the terms of this Residential Construction Contract and the Additional Contract Documents described hereafter. The Lots and Dwellings are herein collectively referred to as the "Property".

**1. CONTRACT WORK:**

Builder agrees to perform all work and furnish all materials for the construction of residential structures (the "Work") in substantial conformity with this Residential Construction Contract and the Additional Contract Documents, which are identified and enumerated as follows (collectively the "Agreement"):

- Exhibit "A" General Specifications
- Exhibit "B" Additional Custom Feature (if applicable)
- Exhibit "C" Selection Sheet
- Exhibit "D" Signed Construction and/or Architectural Drawings
- Exhibit "E" Signed Plot Plan
- Exhibit "F" Progress Payment Schedule
- Exhibit "G" Sales Disclosure
- Exhibit "H" Warranty Statement
- Exhibit "I" Mediation and Binding Arbitration Rules and Procedures for the Quality Assurance Builder Standards

Several of the above Exhibits shall be complete after the date of this Agreement and shall be incorporated by reference

upon their completion. Builder will not submit for a building permit and/or commence construction until after Client has closed on Client's construction loan and completed and signed Exhibit "C" (Selection Sheet), Exhibit "D" (Architectural Drawings) and Exhibit "E" (Engineered Plot Plan).

## **2. PURCHASE PRICE:**

Client shall pay Builder in current funds for the performance of the Work the sum of \$54,850 per home or One Million Six Hundred Forty Five Thousand Five Hundred Dollars (\$1,645,500) ("Contract Price") which amount does not include the lots which has a value of \$2,000.00 each. The Contract Price is payable as follows:

(i) Client shall make the following deposits:

**\$411,375.00** Shall be due upon execution of this Residential Construction Contract; and

(ii) Builder shall submit periodic requests for payments based upon the percentage of construction work completed as defined in Exhibit "F". Client shall pay to Builder or cause Client's construction lender to pay to Builder the amount requested within Five (5) business days of such request.

(iii) Client further agrees to make final payment of the Total Sales Price within five (5) days after the Completion Date (as defined below) by certified check or cashier's check, unless otherwise agreed by the parties. In the event that Client fails to timely make a periodic payment or a final payment within five (5) days after such amount being due, the Client will be deemed in default of this Agreement. In such case, Builder may, at its sole discretion, extend the time for payment for successive periods of ten (10) days, provided that Client pays to Builder a fee of one and one-half percent (1 1/2%) per month of the amount past due; or Builder may, at its sole discretion, elect not to offer any such extension and seek to enforce any of its legal remedies available by law or at equity.

## **3. COMPLETION DATE:**

Builder estimates that the Work to be performed under this agreement will be completed within Forty Five (45) days from the date construction commences ("Completion Date"), but Builder does not guarantee a firm completion date. The start of framing of the house will constitute the commencement of construction. The dwelling shall be considered Complete when the appropriate governmental authority has issued a certificate of occupancy (or such similar authorization).

## **4. DELAY (S):**

Builder will make reasonable and diligent efforts to meet the estimated Completion Date, but Builder will not be obligated to provide for Client, or to compensate Client for, any temporary living accommodations needed by Client, or any costs incurred by Client for including but not limited to, temporary accommodations and additional loan fees as a result of circumstances or conditions beyond Builder's control which delay the Completion Date including, but not limited to, weather conditions, theft, governmental order, act of God, work stoppages by employees or suppliers of materials or labor, material shortages and the act, neglect or default of Client. Such delays shall not serve to cancel, amend, or diminish any of the Client's obligations under this Residential Construction Contract. If such delays occur, the estimated Completion Date shall be extended for a period equal to the time lost by reason of such delay. In no event shall Client be entitled to recovery of costs, expenses or damages due to a delay by Builder.

## **5. SELECTIONS AND CHANGES:**

Within thirty (30) days after the date of this Agreement, Client shall deliver to Builder a completed Selection Sheet, which shall become part of this Agreement. In the event, Client has not made such selections within the time so requested, Builder may, in its sole discretion, select the colors and materials for inclusion in the Dwelling, and such selections shall be binding on Client. If a selection of Client is not reasonably available during construction, Client shall make an alternate selection from the Builder's samples and communicate the same within seven (7) days of Builder's request. The Client shall be held responsible for all colors selected. Builder, its staff, and interior design affiliates are not responsible for colors selections Client later dislikes.

## **6. CHANGE ORDER (S):**

Builder shall furnish only the work described in Exhibit "C" and the Additional Contract Documents for the Total Sales Price, which shall not include any monies owed by Client to Builder on account of options, upgrades or changes made during the course of construction which shall be evidenced by a Change Order. A Change Order is a written agreement signed by both Builder and Client, issued after execution of the

Exhibit "C", authorizing a change in the Work or an adjustment in the Total Sales Price or Completion Date performed under the applicable conditions of the Agreement and the Additional Contract Documents. Client acknowledges that a Change Order will not be processed until the following are completed:

- (i) Both Builder and Client have signed the Change Order, showing acceptance of price and change.
- (ii) Builder has received payment in full for the Change Order. This applies only if payment was requested on the Change Order prior to the execution.

Payment is required for a Change Order and is due and payable at the time of execution. An Addendum will be issued for any changes to the Purchase Agreement prior to the completion of the Exhibit "C". Once a Client has completed and signs the Exhibit "C", an administrative charge of \$200 will be added to each Change Order executed thereafter. The administrative charge is in addition to any cost associated with the proposed charges.

#### **7. RIGHT OF ENTRY:**

Client assumes and/or grants to Builder, any and all temporary and permanent easements, rights-of-way and/or licenses which may be required after Closing, so that Builder, its agents and/or representatives, any governmental authority which may have jurisdiction over the Property and/or any public or private utility may enter upon the Property for the purpose of (a) performing the work required under the Contract Documents (b) regrading and/or rectifying grading, repairing sanitary sewers and/or water mains, installing such piping, catch basins, grades, electrical, cable television, gas and/or other public and/or private utilities as may be necessary (c) performing similar work on lots and/or dwellings, constructed by Builder, which are adjacent to Client's lot (d) enabling Builder, its agents, representatives and subcontractors to enter upon the Property to make inspections and/or to do any work or repairs to the Property which it or they may deem necessary during the Warranty Period.

#### **8. FINANCING CONTINGENCY:**

Within five (5) after the date of this Agreement, Client shall make formal application to a construction lender for a commitment for a construction loan of at least \_\_\_\_\_% loan-to-value. Client agrees to use his best efforts to obtain the construction loan commitment and to provide all supplementary information requested by the construction lender in connection with such application. Client understands and agrees that the following shall constitute a violation of Client's promise to use his best efforts to obtain a construction loan commitment and shall constitute a Default as described in paragraph 12: (a) any increase in indebtedness after the date of this Agreement which impairs Client's ability to obtain a construction loan commitment; and (b) Client's failure to respond to a request for information or assistance from a potential construction lender within five (5) days of the request. Client acknowledges that interest rates, terms and closing costs paid by Client in connection with the construction loan are set by the construction lender and that Builder is not responsible for fluctuations in interest rates, terms or fees. In the event Client is unable to obtain a construction loan commitment in the amount stated above (or such lesser amount as Client deems sufficient to proceed) within thirty (30) days after the date of this Agreement, Client shall give Builder written notice of Client's inability to obtain the construction loan commitment. Client shall also instruct the construction lender to verify, in writing, to Builder, Client's inability to obtain the construction loan commitment and the reasons therefore. In the event Client timely notifies Builder of such failure to obtain a construction loan commitment, Builder shall have the option of terminating this agreement and refunding all Deposits to Client (less all costs incurred by Builder) or to attempt to procure a construction commitment for and on behalf of Client in which case Client agrees to provide his full cooperation, execute any and all necessary applications and to provide all information requested by Builder's mortgage lender. Client understands and agrees that any job transfer or other change in employment status will not release Client from his duties and obligations as contained in this Agreement.

#### **9. SITE REQUIREMENTS:**

Builder's obligation hereunder is conditioned upon Builder's ability to obtain all necessary permits and licenses including, but not limited to, a building permit and the platting of the Dwelling on the lot. Builder shall have the right to terminate this Agreement, at any time prior to the commencement of construction, by notice in writing to Client if Builder is unable to obtain a building permit or if, in Builder's sole discretion, the Dwelling cannot reasonably or efficiently be sited or built on the lot at which time this Agreement shall terminate and Builder shall return to Client that portion of the Purchase Price which has been paid by Client, less all costs incurred by Builder which shall constitute liquidated damages to Client, and shall be the only recovery to which Client shall be entitled and Builder and Client have shall no further obligations or liabilities to each other and Builder or Client as the case may be shall have no further right to or interest in the Property.

**10. HOME OWNER ORIENTATION:**

Client agrees to meet with a representative of Builder prior to the Completion Date, during daytime hours (Monday through Friday; 8:00 a.m. to 3:00 p.m.), to inspect the Dwelling and to prepare a list of unfinished items ("Punch List"), which Builder will endeavor to complete prior to the Completion Date. If the Punch List is not completed prior to the Completion Date, the Builder shall continue to endeavor to complete the Punch List items after the Completion Date.

**11. WARRANTY:**

The Builder agrees that the Property shall be constructed to comply with the "Builder Responsibilities" as set forth in the Homeowners Warranty Standards (hereinafter referred to as "Standards") subject to the terms and conditions of the Standards. The Standards shall be deemed a part of this contract. In the event that there is any inconsistency between the Standards and the terms and provisions of any of the documents comprising the written insured warranty policy, then the terms and provisions of the documents comprising such written insured warranty policy shall govern and apply to the extent of any such inconsistency.

Client's agreement to the provisions of this paragraph, along with the receipt of a copy of the Standards, is evidenced by their signatures below:

Client Signature	Date	Co Client Signature	Date

**12. MOLD:**

Molds occur naturally in almost all indoor environments. Mold spores may also enter a home through open doorways, windows or a variety of other sources. Builder has no experience, expertise or information regarding mold or the detection of mold. Client understands and acknowledges that Builder makes no warranty or representation of any kind, express or implied, regarding the presence or effect of mold on or in proximity to the property. No warranty or representation of any kind, express or implied, regarding the presence or absence of mold, or regarding the effectiveness of any architectural or engineering fixture or design for reducing the presence, effect or growth of mold is made by Builder. Client and Builder hereby specifically agree that Builder shall not be responsible for any Property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects resulting from mold accumulation regardless of the cause of said accumulation, including but not limited to the negligence of the builder.

**13. OCCUPANCY:**

Client is entitled to occupy the Property immediately after Builder has received a Certificate of Occupancy (or other such similar authorization) issued by the appropriate governmental authority and received final payment of the Contract Price. Client shall assume responsibility for all risk of loss to the Property as of the Completion Date.

**14. GRADING:**

Client covenants and agrees not to interfere with any drainage swales, grades or elevations which are designed to channel the natural flow of water to the appropriate locations. Builder and its agents shall have the right to enter upon the Property after the Completion Date for the purpose of rectifying any of the above-described conditions and the cost of such rectification shall be borne by Client on demand by Builder. Client acknowledges and agrees that any breach of this provision by Client shall render Client liable for any and all loss, damages and/or costs which may arise as a result thereof and shall, unless prohibited by applicable law, negate any express or implied warranty with respect to any portion of the Property which is damaged, destroyed or otherwise affected as a result of such breach by Client.

**15. CLIENT'S DEFAULT:**

Client shall be in default hereof in the event Client shall fail or refuse to perform any of the covenants or obligations required under the Contract Documents. In the event of such default and upon seven (7) days written notice, Builder may take one or more of the following actions: (a) terminate this Agreement; (b) retain all installment payments of the Contract Price previously made by Client or (c) initiate mandatory mediation and binding arbitration as set forth below. In addition, thereto, Builder shall have the right to recover from Client all costs, losses and damages, including reasonable attorneys' fees, arising out of default on the part of Client.



**16. WORKSITE:**

Should Client enter upon the property whether authorized or unauthorized, Client assumes all risk of loss due to personal injury or property damage which may result from entering the Property during the construction process. Client, by signing this Agreement and in consideration of Builder entering into this Agreement, releases Builder, its agents, employees, representatives, contractors, subcontractors and material suppliers from all liability for personal injury or property damage resulting from entering the Property during construction, and Client shall indemnify and save Builder harmless from all actions, claims and demands for damages, loss or injury to person or property of any friend, relative, servant, guest, invitee or agent of Client entering upon the Property prior to Closing.

**17. UTILITIES:**

It is the responsibility of Client to establish or transfer utility services (including, but not limited to, gas, electric, water, sewer, telephone and cable TV) into Client's name as of the Start Date. Builder shall not be responsible for any charges including, but not limited to, service establishment fees, late charges, disconnection costs and/or change of service charges for changing services into Client's name or due to termination of service by Builder.

**18. CONSTRUCTION LIENS:**

Builder agrees to indemnify and hold Client harmless from any and all liens which may be filed in connection with Builder's construction under this Agreement. Client agrees as a condition precedent to Builder's obligations under this Paragraph, to notify Builder in writing of the existence of any such lien within ten (10) days from the date on which Client receives notice of the intention to hold such lien.

**19. CONSTRUCTION PLANS:**

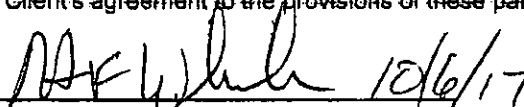
Client understands and agrees that all desired features and specifications must be included on the final signed blueprints which will determine the course of construction of the home. Client understands and agrees that any features, specifications, or other construction detail not clearly specified in the final signed blueprints will be determined by Builder, in its sole discretion.

**20. MANDATORY MEDIATION AND BINDING ARBITRATION FOR DISPUTES ARISING FROM THE STANDARDS:**

The Builder and Client will cooperate with one another in avoiding and informally resolving disputes between them regarding the Homeowners Warranty Standards (hereinafter referred to as "Standards"). Builder and Client acknowledge that in the event of disputes of the Standards which are not informally resolved, resolution of those disputes will be achieved through mediation, and if that is not successful, then binding arbitration. If the Builder provides an insured warranty to the Client, then the terms and procedures of that warranty shall first apply to any claim or dispute, which is within the coverage of that warranty, involving the Builder, the Client or the insurer, if any, of the warranty.

Any unresolved controversy, disagreement, claim or dispute arising out of or relating to the provisions of the Standards between the Builder and the Client shall be resolved through mediation or, if necessary, binding arbitration by a mediation/arbitration group as agreed to by the Builder and the Client. The judgment by the Arbitrator shall be final and may be entered in any court jurisdiction.

The Client's agreement to the provisions of these paragraphs is evidenced by their signatures:

	10/6/17		
Client Signature	Date	Co Client Signature	Date

**21. SUCCESSORS/ASSIGNS:**

This Agreement shall be binding upon the heirs, administrators, executors and assigns of the respective parties.

**22. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and may not be amended, supplemented or modified except by a written document signed by all parties. Any and all previous agreements, whether written or oral, between the

parties concerning the subject matter of this Agreement are hereby canceled and superseded by this Agreement.

**23. WAIVER:**

The failure of any party to insist upon performance of any of the provisions of this Agreement shall not be construed as a waiver of such provisions.

**24. NOTICES:**

Any notice required or permitted to be delivered under this Agreement must be received by United States Certified Mail addressed to:

The WAIRE Group  
9860 N by NE Blvd  
Fishers, Indiana 46037

**27. MISCELLANEOUS:**

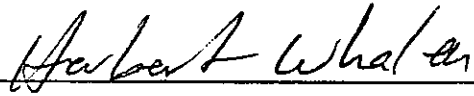
This Agreement shall in all respect be interpreted and construed in accordance with and governed by the laws of the State of Indiana. This Agreement or any notice thereof is not recordable in any public record. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this Agreement. The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Certain terms within this Agreement have been used in a singular or masculine form solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Client agrees that The WAIRE Group may correct any pricing, arithmetic or other errors upon discovery of said error.

**CLIENT ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND ACKNOWLEDGES THAT HE/SHE/THEY HAS/HAVE READ AND UNDERSTAND (S) THE CONTENTS OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto subscribe their names, this 6th of October, 2017

  
\_\_\_\_\_

Client Signature

  
\_\_\_\_\_

Printed Name

ACCEPTED AND AGREED TO AND BY BUILDER AS OF October 6, 2017

  
\_\_\_\_\_  
Builder - The WAIRE Group (Authorized Representative)



The WAIRE Group

**Exhibit "A" – General Specifications**

Plan 900

***PERMITS AND SURVEY***

Plot plan and lot stake for excavation  
Architectural plans for building permit and home construction  
Municipal Improvement Location Permit, Structural Permit, Drainage Permit  
\*If Driveway or Flood Permit required, additional fees apply  
Municipal water and sewer re-connection fees  
\*If new connections required, additional fees apply  
Erosion Control as required by Municipality  
Construction as approved by municipal inspection

***FOUNDATION***

**Slab**

12"x18" 2500 psi concrete footings.  
8" concrete block wall on top of footing.  
Approximately 4" of gravel base and visqueen vapor barrier under concrete floor.  
Anchor bolts for sill plate

***FRAMING***

2x4 nominal dimension wood stud panel construction with double top plate on all walls. – 16" O.C. for load bearing walls, 24" O.C. for non-load bearing walls  
8' first wall height.  
All wood sill plates, furring strips, and window bucks to be pressure treated lumber where in contact with concrete.  
7/16" OSB sheathing on all exterior corners for lateral wind bracing.  
Housewrap protective barrier.  
Vinyl siding, vinyl trim, and vinyl soffit.

***ROOF***

Trusses placed 24" on center.  
7/16" OSB sheathing for all roofs.  
15-lb roofing paper.  
30-year 3-tab shingles.  
Roof vents and soffit vents utilized for attic venting.

10/5/2017

Initials HW

1

***WINDOWS AND EXTERIOR DOORS***

Vinyl, single hung windows sized per plan.  
Steel, 6-panel door at front entry

***PLUMBING***

PEX water supply lines.  
PVC drain, waste, and vent systems per municipal building codes.  
Laundry box for quick connection of washing machine.  
Stainless steel kitchen sink with chrome faucet w/ pullout sprayer  
Center-set chrome vanity faucets in bathrooms.  
Chrome tub/shower trims in baths.  
Five (5) foot white fiberglass tub shower unit in baths.  
White round water closets.  
40-gallon electric water heater

***ELECTRICAL***

200 Amp service breaker panel and meter base.  
White outlets, cover plates, and switches.  
110V smoke detectors  
One (1) weatherproof outlets (located per plan)  
Bath fans in ceiling (located per plan).  
220V electric washer/dryer circuit.  
Baseboard heaters per plan

***LIGHT FIXTURES***

Light package: 3-bulb kitchen light, (1) coach light, 2-bulb vanity lights in baths,  
(2) hallway lights

***UTILITY HOOKUPS***

Municipal sewer line for up to 35' building setback (no grinder pump included)  
Municipal water line for up to 35' building setback (no water bore included)

***INSULATION***

R-38 blown cellulose in attic  
R-13 friction fit batt insulation in exterior walls  
Fireblocking and firecaulking per code

***INTERIOR TRIM***

All interior trim to be painted white  
Doors to be cased  
Casing is 2-3/4" beaded colonial  
Baseboard is rubber vinyl cove  
Interior doors are pre-primed six (6) panel hollow core doors with appropriate door stops

***DOOR HARDWARE***

Nickel knob with nickel deadbolt on exterior swing door  
Nickel knobs on all interior swing doors

***PAINT AND DRYWALL***

Flat latex interior paint for wall finishes, doors, and trim, in white, applied throughout the home.  
Smooth drywall finish on all walls with "light" drywall texture on all ceilings

***CABINERY***

Kitchen cabinetry design to include 30" upper wall cabinets. Bath cabinets to be standard height. All cabinets to have solid doors (no glass)

***COUNTERTOPS***

Laminate countertops with 4" backsplash in Kitchen and baths. Stainless Steel drop-in sink in Kitchen, white drop-in sinks in baths

***FLOOR/WALL COVERINGS***

Vinyl flooring in kitchen and baths. Stain resistant carpet in all other rooms and stairs.

***BATH ACCESSORIES & MIRRORS***

30" tall plate glass mirrors installed over each vanity, per plan.  
Bath accessories to include (1) 18" towel bar and (1) paper holder in each bath per plan.

***CLOSETS***

Ventilated wire shelving in bedroom closets, shelf and rod only in bedrooms

***APPLIANCES***

Hood fan over range location

***EXTERIOR***

**Concrete**

Public walk (only if required by city) and front door stoop to be per code, with "broom" finish

**Landscape**

Landscaping includes grading and grass seeding disturbed area of yard

***LAND***

The lot is provided by client

10/5/2017

Initials 

3


***SPECIFIC EXCLUSIONS***

Specific site conditions are not included in the standard features and specifications. These specific site conditions include, but are not limited to:  
Site/tree clearing or grubbing  
Additional construction costs due to poor soil bearing conditions including, but not limited to, over excavation/fill and larger footers.  
Forced main sewer (sewer grinder pump)  
Street bore for water service lines located across the street from the proposed residence (including repair of any landscaping)  
Additional fees to install a Type II sewer cleanout, if required  
Additional fees charged by municipality that are paid at the time of building permit such as new sewer and water connection fees, park or road impact fees  
Gas, Electric, telephone, and cable service initiation charges for new residences  
Additional charges for temp electric service in excess of a standard cost of \$97.  
Concrete pumping and/or water pumping of footings, foundation walls, and/or floors due to construction constraints and/or weather

***COMMENTS***

WAIRE Group shall determine, in its sole opinion, whether the any of the above items will be necessary to complete the home. Homeowner shall pay for the expenses associated with the above items upon presentation by WAIRE Group, and approval by Homeowner.  
Specifications, optional features, terms, conditions and availability are subject to change without notice.  
Builder reserves the right to substitute material specifications and manufacturers with materials of equal or better quality at Builder's discretion.  
Builder reserves the right to modify design or specifications, at any time prior to the execution of a Residential Construction Contract or as may be required under statutory or regulatory rulings after execution.  
All floorplan illustrations are artists' renderings only and items included therein may not be included in the Standard Floorplan

These **STANDARD FEATURES AND SPECIFICATIONS** shall describe the construction details to be included as Exhibit "A" in the Residential Construction Contract, and are approved and accepted by:

Purchaser:  Date: \_\_\_\_\_



The WAIRE Group  
Exhibit "F"  
Progress Payment Schedule

Client: OCEANPOINT INVESTMENTS LIMITED

Property Address: 27151 N Temple Ave

Upon Builders request, Client agrees to pay or cause Client's construction lender to pay Builder amount requested within Five (5) days.

First Draw - 25% of Total Sales Price

Receive Building Permit

Request Date: 1/12/18

Received Date: \_\_\_\_\_

Second Draw - 25% of Total Sales Price

Start of Framing

Request Date: \_\_\_\_\_

Received Date: \_\_\_\_\_

Third Draw - 25% of Total Sales Price

Substantial Completion

Request Date: \_\_\_\_\_

Received Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto subscribe their names, this 6th of October, 2017.

[Signature]  
Client Signature

\_\_\_\_\_  
Printed Name



The WAIRE Group  
Exhibit "G"  
Sales Disclosure

Client: OCEANPOINT INVESTMENTS LIMITED

Property Addresses:

-3610 E Vermont St, Indianapolis, IN	-3345 N Tacoma Ave, Indianapolis, IN
-3721 E Vermont St, Indianapolis, IN	-3025 Ethel Ave, Indianapolis, IN
-2325 N LaSalle St, Indianapolis, IN	-3112 N Euclid Ave, Indianapolis, IN
-2439 N Oxford St, Indianapolis, IN	-2913 Stuart St, Indianapolis, IN
-2749 N Temple Ave, Indianapolis, IN	-2530 Station St, Indianapolis, IN
-2747 N Dearborn St, Indianapolis, IN	-2721 Station St, Indianapolis, IN
-441 N Rural St, Indianapolis, IN	-2733 Station St, Indianapolis, IN
-2052 Nolan Ave, Indianapolis, IN	-2911 Station St, Indianapolis, IN
-2406 Wheeler St, Indianapolis, IN	-2934 Station St, Indianapolis, IN
-2347 N Gale St, Indianapolis, IN	-2946 Station St, Indianapolis, IN
-2626 N Gale St, Indianapolis, IN	-3037 Station St, Indianapolis, IN
-2879 N Gale St, Indianapolis, IN	-3136 Station St, Indianapolis, IN
-2927 N Gale St, Indianapolis, IN	-2839 Stuart St, Indianapolis, IN
-3026 N Gale St, Indianapolis, IN	-2938 N Chester Ave, Indianapolis, IN
-3260 N Emerson Ave, Indianapolis, IN	-3436 N Chester Ave, Indianapolis, IN

The home building process involves many different governmental agencies and numerous contractors, subcontractors, companies and suppliers. Homeowner is encouraged to consider several issues while making your decision to construct a new home. This Disclosure Statement is not an exhaustive list of those issues; however, it provides practical information regarding your lot, your home and the home building process. We encourage you to independently evaluate all aspects of the property prior to submitting to us a signed Residential Construction Contract.

1. MODEL HOMES, SALES OFFICES AND SPECULATIVE HOMES.

Decorating and landscaping of our model homes, speculative homes and sales offices have been completed by interior designers and landscape architects and offer many ideas to help personalize your own home. Special effects including, but not limited to, decorator paint colors, wallpapers, special wall textures, lighting, window treatments, floor coverings, some mirrors and paneling, built-ins, furniture, rear decks, driveway and walk treatments, enhanced irrigation, yard drainage devices, plantings, special smoke detectors, alarm systems and sound systems are for display purposes only and are not included in the Purchase Price of your home unless specifically listed on Exhibit "A" or in the Additional Contract Documents.

2. THE CONSTRUCTION PROCESS.

Architectural plans and construction drawings frequently require modification due to field conditions and the nature of the construction process. Builder will make such changes and modifications which, in their sole opinion, are appropriate. Client understands that when there are conflicts or errors in the plans, Builder shall resolve such conflicts and/or errors in the field in the manner Builder deems appropriate, in its sole opinion. Builder shall have the right to substitute materials for those provided for in the Plans, provided that such materials are of equal or better quality than the material provided for in the Contract Documents.

Variations in colors, shades of colors and textures may occur in finishing materials including, but not limited to, wood, marble, ceramic tile, carpeting, bathroom fixtures, cabinetry, paint, stain, brick, concrete and shingles. Builder shall not



be responsible for variances in colors, dye lot differences, shades of colors and textures of materials. Materials and colors will be as close as possible but not necessarily identical to Builder's samples. The cabinets, railings, stairs, floors and/or other surfaces in your home may be completed with a stained finish. Due to the nature of the different pieces and species of lumber used in your home, the end result color of these wooden surfaces may vary considerably.

The ceiling height in the basement, including any finished areas, may vary. Pipes and ducting may require dropped ceilings and/or bulkheads in finished areas. Sunken rooms on main floor levels will reduce basement ceiling height below. Support column locations may vary due to many reasons including, but not limited to, lot sighting and/or elevation selection.

Approximate square footages are quoted in all architectural plans, brochures, price lists, and other printed material. They are quoted as a convenience to you and are not meant to be exact. The exact square footage of your home will vary according to many factors. Sales prices are not determined based on square footages.

### **3. EASEMENTS/FACILITIES/UTILITIES.**

We recommend that you carefully review the real property records for the property you intend to purchase and speak to the applicable governmental authorities to determine if any facilities, rights-of-way, licenses and/or easements are planned for, or are in the vicinity of, the property. These may include, but are not limited to, storm drains, surface drainage, gas, sewer, telephone, cable, water, pipelines, fire department access and/or landscape maintenance. The actual location of facilities, rights-of-way, licenses and/or easements may vary from those shown on construction plans. Such licenses, rights-of-way and/or easements may restrict your use of the area which is subject to the licenses, rights-of-way and/or easements. The party or parties who benefit from these licenses, rights-of-way and/or easements may be entitled to enter upon your property to construct, install, repair, remove and/or alter any number of things including, but not limited to, wires, cable, conduits, vaults, manholes, hand holes and/or above-ground electrical transformers, utility boxes, storm drains, pipelines and/or other apparatus. Builder's officers and employees are not qualified to determine the effect these licenses, rights-of-way and/or easements have on your property or its value. Should you have any questions regarding the rights of parties who benefit from these licenses, rights-of-way and/or easements, you should consult an attorney prior to the execution of this Residential Construction Contract. The location of all services, including but not limited to the electrical panel, electric and gas meters, air conditioning unit, and individual sewer and water services are at the sole discretion of Builder and the applicable contractor/utility and may vary due to a variety of site conditions or requirements.

### **4. LOT DIMENSIONS/GRADING**

- (a) The boundary lines of each lot are determined by the plan approved by the applicable governmental authorities and not by grading, topography, or any existing structures on or adjacent to the lot.
- (b) Lot dimensions, building footprints, walkway and driveway locations shown on all construction plans or plot plans are approximate and a decision to purchase or construct a dwelling should not be made based upon these.
- (c) You are not permitted to alter and/or change the grading, elevation or contour of the property you purchase except in accordance with drainage plans approved by the applicable governmental authorities. Lack of maintenance and/or modifications to your lot grading may obstruct or divert established drainage, and could cause significant damage to both your house and your neighbors'. The owner of each lot is responsible for maintaining any drainage channel, cut, swale, berm and control facilities situated on the lot.

### **5. CONSTRUCTION ISSUES**

- (a) Due to phased development and completion schedules, you may incur some inconveniences due to increased noise and dust from construction activities and the operation of a sales office until such time as sale and construction activities of the entire development are completed. These inconveniences may also include, but are not limited to, the operation of a construction compound, sales and/or construction trailers and/or signage.
- (b) Only contractors and subcontractors authorized by us will be allowed to work on your property. If contractors and/or subcontractors not authorized by us conduct, carry out and/or effect any work on and/or supply any materials to the property, Builder will not warrant any of their work and the warranties contained in the Residential

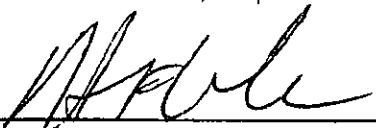
Construction Contract will not apply to any such unauthorized labor or materials.

- (c) In order to ensure proper architectural continuity and appearance of the subdivision, many subdivisions require that your exterior colors be approved by an Architectural Control Committee. Builder will not take any responsibility for the decisions of such Committee. In the event that the Committee does not approve your original selection, you may be required to make alternate selections.
- (d) The location of the mailbox (if applicable) will conform to the requirements of the Postmaster, and is otherwise at our sole discretion. The location and placement of the yard light (if applicable) is at our sole discretion.
- (e) On wooded sites, the removal of any trees or vegetation to facilitate construction will be at our sole discretion. Efforts will be made to preserve as much as possible in its natural state, however, grading and drainage issues may result in the loss of some or all of the trees and vegetation. In addition, no grading or seeding will be done in the undisturbed areas that are wooded or overgrown.
- (f) Rough-in features which are offered as standard or optional items such as, but not limited to, prewire for garage door openers, pre-wire for alarm systems, rough-in bathrooms in basements and rough-in icemaker lines are specifically designed to accommodate the systems or materials Builder offers as options or upgrades and may be of limited or no use to you if you decide to retrofit your home with an after-market system.

**CONSTRUCTION ISSUES(Cont'd)**

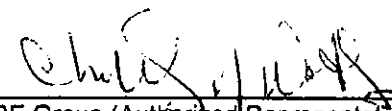
- (g) Dumpsters and trash receptacles located on site by Builder or other builders are to be used for the accumulation and transportation of construction waste only. Homeowner agrees not to place any material, trash or debris during or after construction in the dumpsters or trash receptacles without the prior consent of Builder. Homeowner agrees to reimburse Builder the amount of \$500, regardless of the amount of debris placed in the dumpster by Homeowner, should Homeowner utilize the dumpster for personal trash or debris disposal.
- (h) All paint, including white, lightens, darkens and/or fades over time based upon the amount of light in a room, temperatures, and use. In addition, paint manufactures have different "dye lots" of their base coat. This means that if you or Builder should purchase the same brand and color of paint to be used to "touch up" your home, it may not match the wall color exactly. Builder, therefore, will not guarantee that any paint "touch up" will match the surrounding paint color.
- (i) Excavation staking is for our use in the excavation of the foundation only. Excavation staking does not mark the corners of your lot.
- (j) Certain rough-in's including but not limited to, shower heads, faucets, vanity lights, wall switches, cable outlets, telephone outlets, wall outlets, wall sconces, exterior lights, etc. are placed at predetermined distances above floor level or ground level or laterally from vertical walls. We are not responsible for products that once mounted are not aesthetically pleasing to you because you believe that the product is too high or low or for products that will not mount due to their size and conflicts with other products (like mirrors). To raise or lower these rough-in's after their installation will be an additional charge. The cost will depend on the amount and type of repairs necessary to accommodate the adjustment.

IN WITNESS WHEREOF, the parties hereto subscribe their names, this 6<sup>th</sup> of October, 2017.

  
Client Signature

Herbert Whalen  
Printed Name

ACCEPTED AND AGREED TO AND BY BUILDER AS OF October 6, 2017

  
Builder - The WAIRE Group (Authorized Representative)



The WAIRE Group  
Exhibit "H"  
Warranty Statement

Client: OCEANPOINT INVESTMENTS LIMITED

Property Addresses:

-3610 E Vermont St, Indianapolis, IN	-3345 N Tacoma Ave, Indianapolis, IN
-3721 E Vermont St, Indianapolis, IN	-3025 Ethel Ave, Indianapolis, IN
-2325 N LaSalle St, Indianapolis, IN	-3112 N Euclid Ave, Indianapolis, IN
-2439 N Oxford St, Indianapolis, IN	-2913 Stuart St, Indianapolis, IN
-2749 N Temple Ave, Indianapolis, IN	-2530 Station St, Indianapolis, IN
-2747 N Dearborn St, Indianapolis, IN	-2721 Station St, Indianapolis, IN
-441 N Rural St, Indianapolis, IN	-2733 Station St, Indianapolis, IN
-2052 Nolan Ave, Indianapolis, IN	-2911 Station St, Indianapolis, IN
-2406 Wheeler St, Indianapolis, IN	-2934 Station St, Indianapolis, IN
-2347 N Gale St, Indianapolis, IN	-2946 Station St, Indianapolis, IN
-2626 N Gale St, Indianapolis, IN	-3037 Station St, Indianapolis, IN
-2879 N Gale St, Indianapolis, IN	-3136 Station St, Indianapolis, IN
-2927 N Gale St, Indianapolis, IN	-2839 Stuart St, Indianapolis, IN
-3026 N Gale St, Indianapolis, IN	-2938 N Chester Ave, Indianapolis, IN
-3260 N Emerson Ave, Indianapolis, IN	-3436 N Chester Ave, Indianapolis, IN

Purchaser has been provided a sample warranty book and has read and understands the limited warranty administered by Residential Warranty Company, LLC. Validation of the Warranty is not guaranteed, but is conditioned on the satisfactory completion of any required inspections, upon Seller's compliance with all of RWC's enrollment procedures, and upon Seller remaining in good standing in the RWC Program. Purchaser understands and agrees that if the above Warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements, or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the Program or as required by law. Purchaser understands and agrees that the warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Purchaser, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other

consequential or secondary damages and/or losses which may arise from or out of any and all defects. Purchaser acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

BY SIGNING THIS WAIVER, CLIENT CONFIRMS THAT CLIENT HAS REVIEWED AND ACCEPTED THE FOREGOING AND HAS READ AND UNDERSTANDS THE WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT.

IN WITNESS WHEREOF, the parties hereto subscribe their names, this 6th of October, 2017.

[Handwritten Signature]                      Herbert Whalen  
Client Signature    Printed Name

[Handwritten Signature]                      10/6/17  
Builder - The WAIRE Group (Authorized Representative)                      Date

**The WAIRE Group**  
**Exhibit "I"**  
**Mediation and Binding Arbitration Rules and Procedures for the**  
**Homeowners Warranty Standards**

**Client: OCEANPOINT INVESTMENTS LIMITED**

**Property Addresses:**

-3610 E Vermont St, Indianapolis, IN	-3345 N Tacoma Ave, Indianapolis, IN
-3721 E Vermont St, Indianapolis, IN	-3025 Ethel Ave, Indianapolis, IN
-2325 N LaSalle St, Indianapolis, IN	-3112 N Euclid Ave, Indianapolis, IN
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-3026 N Gale St, Indianapolis, IN	-2938 N Chester Ave, Indianapolis, IN
-3260 N Emerson Ave, Indianapolis, IN	-3436 N Chester Ave, Indianapolis, IN

**1. Complaints related to the Homeowners Warranty Standards (hereinafter referred to as "Standards") received by the Builder will be handled as follows:**

- a) The Customer will be requested to submit to the Builder, in writing, all pertinent information relative to the home and the complaint. These procedures do not circumvent or preclude disputes covered by the dispute resolution procedures of the Residential Warranty Company policy. These procedures also do not include disputes that arise outside of the Standards coverage period.
- b) The Builder then has thirty (30) days after the complaint has been received from the Customer to:

- l) Decide to either dispute the complaint and notify the Customer of such dispute, or correct the problem to conform to the standards.
- c) After thirty (30) days, either party can elect to proceed with mediation as described in the Project contract. Upon the election being filed by the Builder and/or the Customer, a mediator shall be assigned to mediate the dispute regarding the Standards and encourage settlement. The mediator shall confer with both the Customer and the Builder to determine how the Standards dispute can be resolved through mediation and to arrange a convenient time to have all parties meet. However, the mediator shall act solely as mediator, and the mediator's action shall not be binding on any of the parties.
- d) Mediation attempts regarding disputes of the Standards shall be considered settlement negotiations and shall not be used to the prejudice of either party.
- e) Mediation fees of the third-party mediator shall be shared equally by the parties. The mediator's time will include time spent in mediation, reviewing materials submitted by the parties, travel and attendance at any pre-mediation meetings (if necessary), and any pre- or post-mediation telephone calls with the parties.
- f) If the mediation attempt is unsuccessful, then the Standards disputes that were the subject of the mediation should proceed to binding arbitration as described below. The mediation shall be considered to be unsuccessful and shall terminate at such time as the mediator declares that any further mediation attempts would be unproductive. After two (2) mediation sessions, either party may elect to terminate the mediation and have the dispute settled through binding arbitration.
- g) Any arbitration of a Standards dispute shall be conducted by the Third-Party Arbitrator and under the rules as designated by the project contract. Procedures for submitting the dispute to the Third-Party Arbitrator shall be established from time to time by the Third-Party Arbitrator.
- h) If you submit a demand for Arbitration, you must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitrator. The Arbitrator shall have the power to award the cost of this fee to you or to split it among the parties to the Arbitration.
- i) The arbitration shall be binding and shall be conclusive of all Standard's issues raised in the Customer's complaint, which were not resolved prior to the date of the arbitrator's decision.
- j) If a mediation was conducted on claims and a settlement agreement was reached relating to some, but not all, of those claims, and if the parties have then proceeded on to arbitration of the other claims, then if either party so requests, the arbitration award shall include the mediation settlement agreement as part of its terms, without modification or reconsideration by the arbitrator, so as to give that settlement agreement the legal status of an arbitration award.

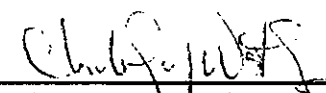
- k) Any disputes concerning whether the Builder fully performed its obligations under any previous agreements, including a settlement agreement reached through a mediation (including determination of whether under applicable law the mediation settlement agreement remains in effect and what the parties' ongoing rights and obligations are regarding the settlement agreement and/or the original claims) shall through binding arbitration under the arbitration procedures described above. In that regard, if the Customer disputes whether the Builder has performed all of its obligations under the mediation settlement agreement, the Customer may elect arbitration of that dispute by written notice delivered to the Builder within ninety (90) days after the Builder's deadline for performing it's obligations. The arbitrator shall specifically be authorized to determine under applicable law what the parties' rights and obligations are, including whether they are governed by the settlement agreement. All of the provisions of the Arbitration Procedures as described above shall apply.
  
- l) Both parties shall execute such reasonable documents as may be required by the mediator and/or the arbitrator, including documents regarding the confidentiality of information and materials that they receive and the mediator's and the arbitrator's immunity from liability regarding the dispute.
  
- m) Nothing in these Procedures shall limit the rights of the parties under the mechanic's or materialman's or related laws regarding payment bonds. Further, nothing in these Procedures shall limit a party's right to file a lawsuit pertaining to issues not covered by the Standards. Otherwise, the parties agree that all issues covered by the Standards will be resolved through these Procedures. Further, the parties acknowledge and agree that results through these Procedures will be binding upon all parties and not reviewable by a court of law.

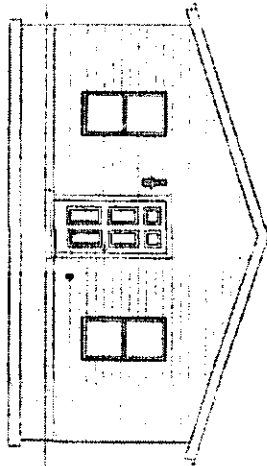
IN WITNESS WHEREOF, the parties hereto subscribe their names, this 6th of October, 2017.

  
 \_\_\_\_\_  
 Client Signature

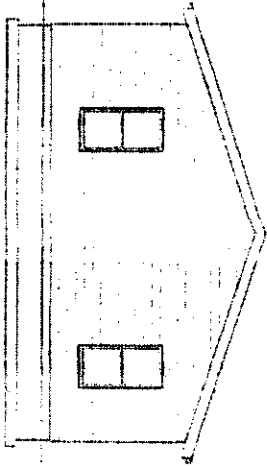
Herbert Lehner  
 \_\_\_\_\_  
 Printed Name

ACCEPTED AND AGREED TO AND BY SELLER AS OF October 6, 2017

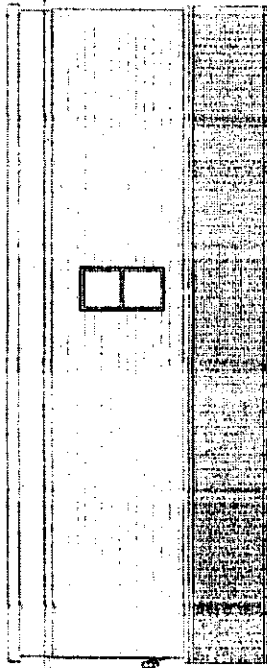
  
 \_\_\_\_\_  
 Builder - The WAIRE Group (Authorized Representative)



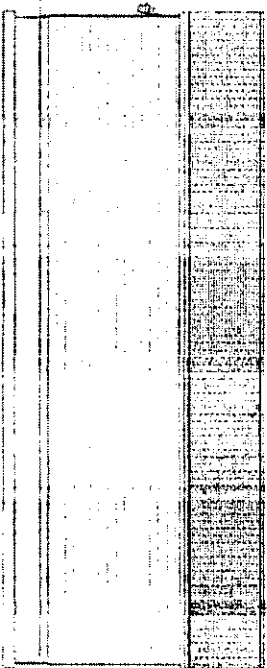
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Rear Elevation

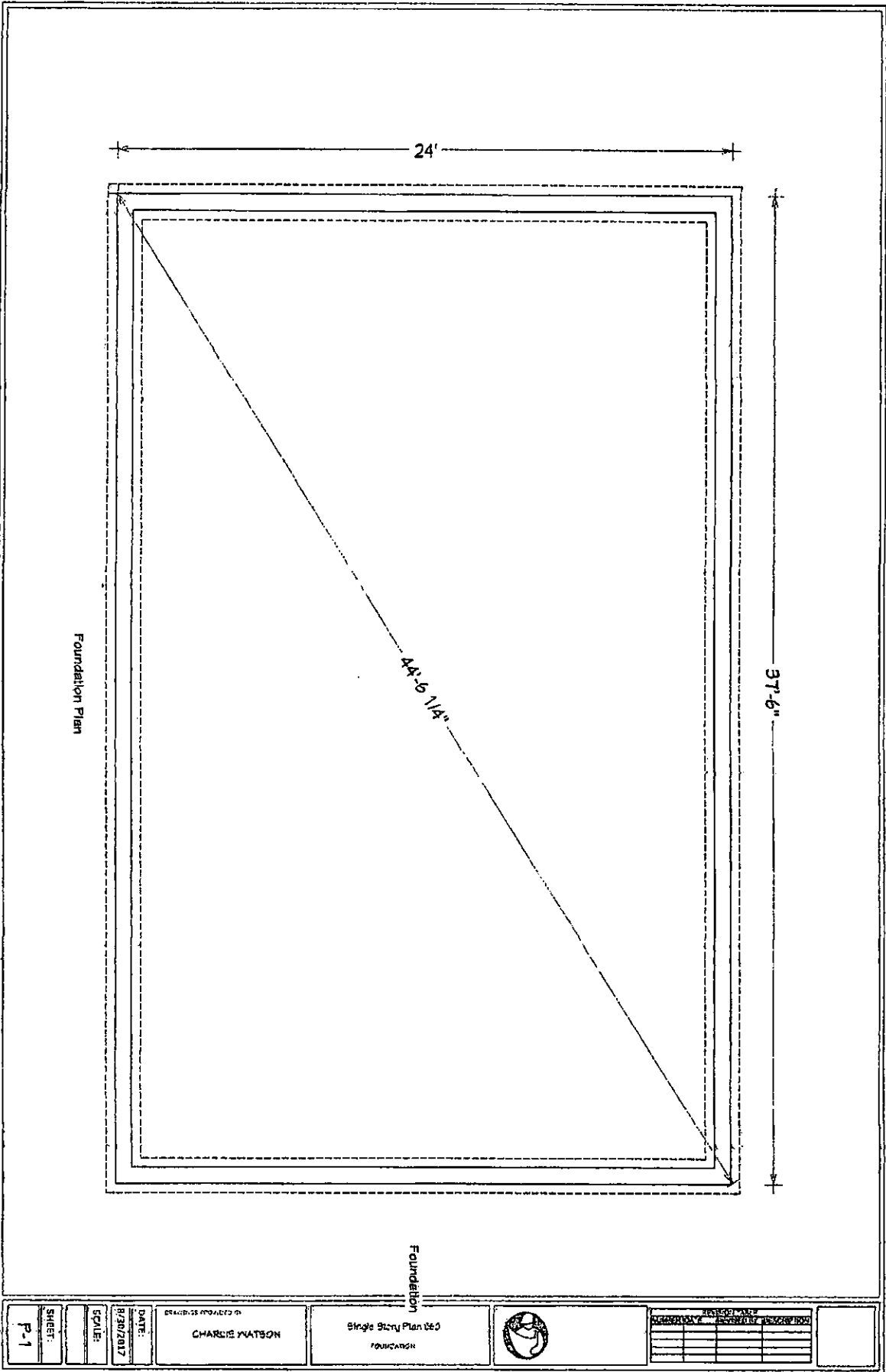


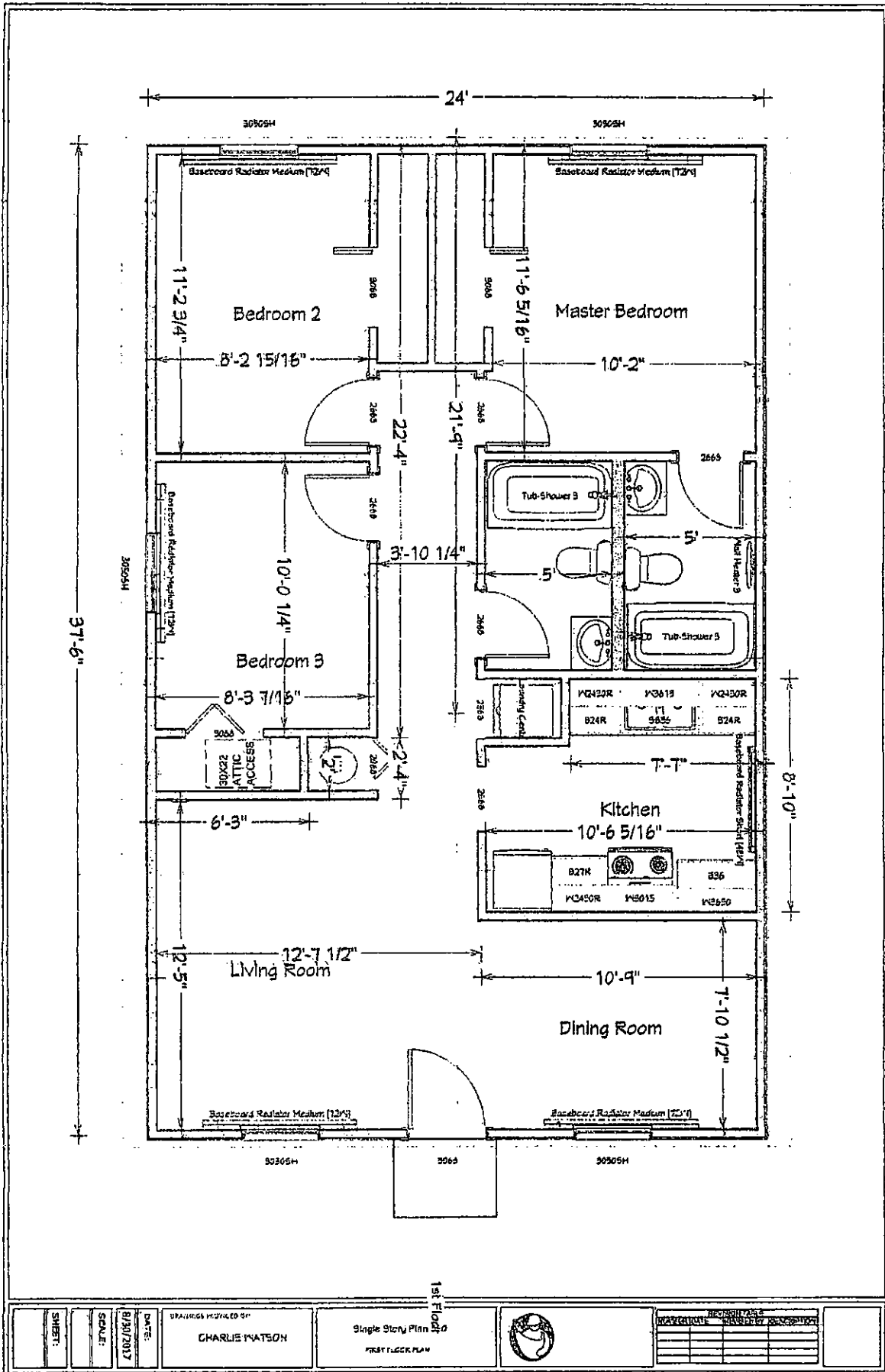
Left Elevation



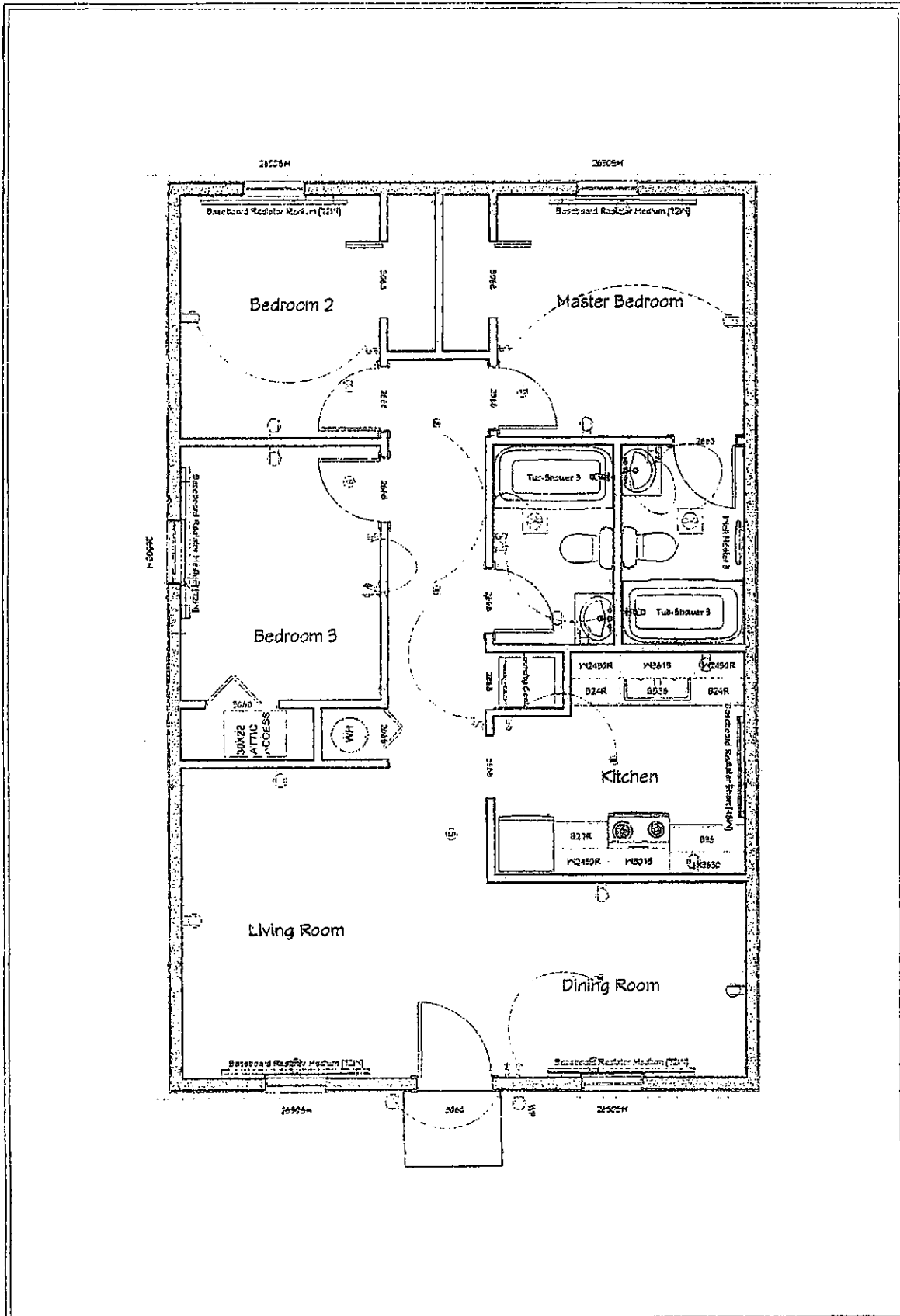
Right Elevation







SHEET:	SCALE:	DATE:	DRAWING PROVIDED BY:	1st Floor FIRST FLOOR PLAN		REVISIONS NO. DESCRIPTION
		8/30/2017	CHARLES WATSON			

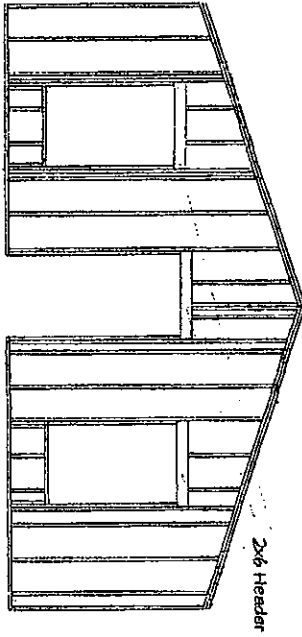


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						NO.	DESCRIPTION

CHARLES WATSON

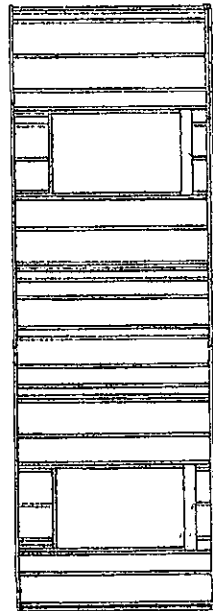
Single Story Plan 880  
ELECTRICAL LAYOUT





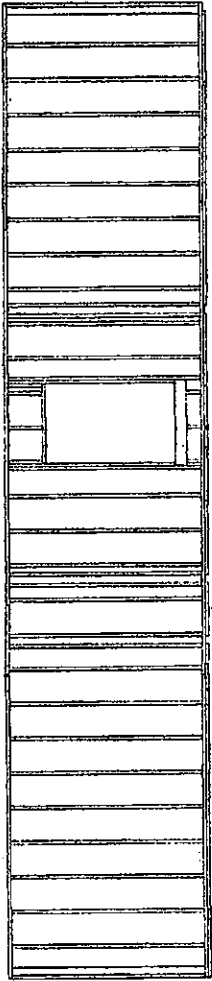
Wall Layer 4 - Viewed From Outside

2x6 Header



Wall Layer 4 - Viewed From Outside

2x6 Headers



Wall Layer 4 - Viewed From Outside

2x6 Header