

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

G. Marlyne Sexton ("Affiant"), being first duly sworn, states that she is the President of SEXTON INVESTMENT CORPORATION, an Indiana corporation ("Vendor"). Vendor is conveying to INDIANA STATE OFFICE BUILDING COMMISSION ("Purchaser"), by Corporate Limited Warranty Deed ("Deed"), the following described real estate located in Marion County, Indiana (hereinafter referred to as "Real Estate"):

Part of Lot 631 and all of Lots 346 thru 352 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 10, pages 127 and 128, in the Office of the Recorder of Marion County, Indiana, and Also, All of Lots 8 thru 24, and part of Lots 1 thru 7 and 25 thru 41, all in Comfort S. Glenn's Subdivision as recorded in Plat Book 9, page 53 in the Office of the Recorder of Marion County, Indiana, and Also, Part of Lots 1, 10, 11 and 12 in A.D. Brook's Subdivision, as recorded in Plat Book 2, page 110 in the Office of the Recorder of Marion County, Indiana, and Also, All of Lots 1 thru 5, 46 thru 55, 97 thru 100, and part of Lots 6, 45, 56, 95 and 96 in Burr and Miller's Subdivision as recorded in Plat Book 5, page 13, in the Office of the Recorder of Marion County, Indiana. Also, that part of the streets and alleys lying within the overall boundary, including vacated streets and alleys. All of the foregoing being more particularly described as follows to-wit:

Beginning at a point in the West line of Lot 631 in said Stout's Indiana Avenue Addition which lies 440.0 feet South of the Northwest corner of said lot: running thence South 00 degrees 23 minutes West upon and along the East line of Milburn Street and along the West line of Lots 631 and 352 in said Stout's Addition a distance of 1364.75 feet to the Southwest corner of said Lot 352; running thence South 40 degrees 19 minutes 00 seconds East upon and along the Northeast line of Stadium Drive, upon and along the South line of Lots 352 thru 346 in Stout's Indiana Avenue Addition, crossing Hiawatha Street, and entering into Lot 1 in A.D. Brook's Subdivision, a distance of 661.54 feet to the point of curvature of a curve having a South tangent with a length of 130.85 feet which lies on a bearing of North 37 degrees 53 minutes 37 seconds East (said curve has a central angle of 15 degrees 20 minutes 30 seconds and a radius of 971.53 feet); running thence in a Northeasterly direction upon and along said curve to the left leaving Lot 1 in A.D. Brook's Subdivision, entering Lot 25 at a point 40.45 feet East of the Southwest corner of said Lot 25, crossing thru Lots 26, 27 and entering into Lot 28 all in Comfort S. Glenn's Subdivision, a distance of 260.13 feet to the point of compound curvature of a curve with a Southerly tangent of 128.67 feet in length and a bearing of North 22 degrees 33 minutes 06 seconds East (said curve has a radius of 971.53 feet and a central angle of 15 degrees 05 minutes 31 seconds); running thence Northeasterly upon said curve to the left, a distance of 193.09 feet having crossed thru Lots 28, 29, 30 and leaving Lot 31 at

a point 11.38 feet South of the Northeast corner of said Lot 31 all in said Glenn's Subdivision, running thence North 22 degrees 44 minutes 12 seconds West a distance of 451.44 feet; running thence North 00 degrees 23 minutes 00 seconds East a distance of 254.09 feet; running thence North 40 degrees 10 minutes 31 seconds East a distance of 75 feet; running thence North 00 degrees 23 minutes 00 seconds East a distance of 545.91 feet; running thence North 8 degrees 08 minutes 42 seconds West a distance of 84.62 feet to a point in Lot 11 in said A.D. Brook's Subdivision on the Northeasterly line of a certain parcel of real estate heretofore conveyed to The William H. Block Company by City of Indianapolis Department of Redevelopment; thence in a Northwesterly direction on a curve to the right with a radius of 648.26 feet, on the Northeasterly line of said parcel of real estate heretofore conveyed to The William H. Block Company, a distance of 313.69 feet; running thence South 00 degrees, (assumed bearing for this entire description) parallel to and 34 feet West of the West line of Section 35, Township 16 North, of Range 3 East a distance of 113.88 feet to a point; running thence North 89 degrees 46 minutes West a distance of 249.31 feet to the point or place of beginning.

Except, however, the following described parcel taken from the above described tract, being a strip of ground 30 feet wide by parallel lines running Southeasterly from the West line of Section 35, Township 16 North, Range 3 East North of, along and parallel to the North line of Stadium Drive to the Southeast corner of said above described land.

ALSO EXCEPT:

Part of Lot 631 in Stout's Indiana Avenue Addition to the City of Indianapolis, as per plat thereof recorded in Plat Book 10, Pages 127 & 128, in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of Lot 631 in said Stout's Indiana Avenue Addition; thence South 00 degrees 23 minutes 00 seconds West (assumed bearing) along the West line of said lot 440.00 feet; thence South 89 degrees 46 minutes 00 seconds East 249.28 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 46 minutes 00 seconds East 91.04 feet to a point on a curve concave northeasterly, the radius point of said curve being North 44 degrees 57 minutes 58 seconds East 648.26 feet from said point; thence northwesterly along said curve 146.34 feet to a point on said curve, the radius point of said curve being North 57 degrees 54 minutes 01 seconds East 648.26 feet from said point; thence South 00 degrees 00 minutes 00 seconds East parallel with and 34 feet West of the West line of Section 35, Township 16 North, Range 3 East a distance of 113.81 feet to the place of beginning.

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance with respect to the Real Estate, last certified

under date of October 11, 2004, issued by Chicago Title Insurance Company ("Title Company"), as number 000362056 ("Commitment").

To the best of Vendor's knowledge, (i) Vendor has an indefeasible estate in fee simple in the Real Estate and (ii) the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in the Commitment.
2. Current real estate taxes not delinquent.
3. Matters disclosed or referenced in the deed from Vendor to Purchaser.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser. Vendor has not given to any person an option to purchase all or any part of the Real Estate which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate at the insistence of Vendor in respect of which liens have been or may be filed.

To the best of Vendor's knowledge, the undersigned hereby represent that the Real Estate is not "property" as defined in Indiana Code 13-11-2-174, and is not, and has not been, used as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, other than materials already remediated and disclosed to Purchaser prior to closing, to the satisfaction of Purchaser, and that no disclosure statement under Indiana Code 13-25-3-1, et seq. (Indiana Responsible Property Transfer Law), is required for this transaction.

To the best of Vendor's knowledge, there is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, reorganization, insolvency or other debtor protection. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Vendor, as owner, and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of Real Estate to Purchaser on or before the date hereof, free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is a corporation duly organized and validly existing under the laws of the State of Delaware. Vendor has full corporate capacity to convey the Real Estate and all necessary corporate action for the making of such conveyance has been taken and done. The person executing this affidavit and the deed on behalf of Vendor is a duly elected officer of Vendor and

has been fully empowered by proper resolution of the Board of Directors of Vendor to execute and deliver this affidavit and the deed.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and the Title Company, but no other persons, to rely on such representations.

Affiant makes this affidavit in her capacity as the President of Vendor and not personally and individually. This affidavit is based on Affiant's information and belief and not necessarily upon her own knowledge.

By: *G. Marlyne Sexton*
G. Marlyne Sexton, President

15th Subscribed and sworn to before me, a Notary Public in and for said County and State, this day of December, 2004.

Jeff A. Weiss
(signature)
JEFF A. WEISS
(printed name) Notary Public

My Commission Expires:

1-9-2009

Resident of MARION County