

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

A. NAME & PHONE OF CONTACT AT FILER [optional] **2007 000463**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company  
1133 Avenue of the Americas, Suite 3100  
New York, NY 10036

*see One size*

2007 JUN 25 AM 11:13  
MICHAEL A. BROWN  
RECORDER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**Private Restaurant Properties, LLC**

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**c/o 2202 North West Shore Blvd., Suite 470A Tampa FL 33607 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**LLC Delaware 4276549**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**German American Capital Corporation**

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**60 Wall Street, 10th Floor New York NY 10005 USA**

4. This FINANCING STATEMENT covers the following collateral:

**See Exhibit A attached hereto, which is made a part hereof.**

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**Lake, IN 964038-7 104289/8a**

**UCC FINANCING STATEMENT ADDENDUM**

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>Private Restaurant Properties, LLC</b>			<b>2007 000463</b>		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX		

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME <b>Bank of America, N.A.</b>					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS <b>Hearst Tower, 214 North Tryon Street</b>			CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28255</b>
					COUNTRY <b>USA</b>

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
  
**See Exhibit B attached hereto, which is made a part hereof, for a description of the real property to which the collateral is related.**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):  
  
**Debtor is Record Owner.**

16. Additional collateral description:

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

**EXHIBIT A TO UCC-1**

**DEBTOR:** PRIVATE RESTAURANT PROPERTIES, LLC  
2202 North West Shore Blvd., Suite 470A  
Tampa, Florida 33607

**SECURED PARTY:** GERMAN AMERICAN CAPITAL CORPORATION  
60 Wall Street, 10<sup>th</sup> Floor  
New York, New York 10005

BANK OF AMERICA, N.A.  
Hearst Tower, 214 North Tryon Street  
Charlotte, North Carolina 28255

2007 000463

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RECORDS

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The collateral covered by the UCC-1 Financing Statement to which this Exhibit A is attached consists of all of the Debtor's estate, right, title and interest now owned or hereafter acquired in, to and under any and all the property (such right, title and interest with respect to each Individual Parcel, Condominium Unit and Leasehold Estate, an "Individual Property" and collectively, the "Individual Properties" or the "Property") described in the following paragraphs:

- A. the Land, the Ground Leases, and the Leasehold Estates and Condominium Units;
- B. all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land, the Leasehold Estates and the Condominium Units and the development of the Land, the Leasehold Estates and the Condominium Units and all additional lands and estates therein which may, from time to time, by supplemental mortgage, deed to secure debt, deed of trust, or otherwise, be expressly made subject to the lien of the Security Instrument;
- C. all of Debtor's right, title and interest in and to the buildings, foundations, structures, improvements and fixtures (as such term is defined in the Uniform Commercial Code as in effect in the State in which each Individual Parcel is located (the "UCC") and including, without limitation, all HVAC equipment, elevators, escalators and lighting, together with all equipment, parts and supplies used to service, repair, maintain and equip the foregoing, the "Fixtures") now or hereafter located or erected on or within the Land, the Leasehold Estates and the Condominium Units (the "Improvements");
- D. all of Debtor's right, title and interest in and to (i) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in

the land lying thereunder; (ii) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Leasehold Estates, the Land, the Condominium Units and/or the Improvements; (iii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Leasehold Estates, the Land, the Condominium Units and/or the Improvements; and (iv) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Leasehold Estates, the Land, the Condominium Units and/or the Improvements (collectively, the "Appurtenances");

E. all of Debtor's right, title and interest in and to the machinery, appliances, apparatus, equipment, fittings, Fixtures, materials, articles of personal property and goods of every kind and nature whatsoever used in connection with the Leasehold Estate, the Land, the Condominium Units and/or the Improvements and all additions to and renewals, products and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Leasehold Estates, the Land, the Condominium Units and/or the Improvements, or any part thereof, in each case used or usable or intended to be used in connection with the complete and comfortable use, ownership, management, maintenance, enjoyment or operation of the Leasehold Estates, the Land, the Condominium Units and/or the Improvements in any present or future occupancy or use thereof and now owned or leased (to the extent permitted by the applicable Lease) or hereafter owned or leased by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, furnishings (other than the Excluded Personal Property) (hereinafter collectively called "Building Equipment") and Debtor agrees to execute and deliver, from time to time, such further instruments (including, without limitation, any financing statements under the UCC as may be necessary or reasonably requested by Secured Party to confirm the lien of the Security Instrument on any Building Equipment);

F. subject to the provisions in the Assignment of Leases, all of Debtor's right, title and interest as lessor or licensor, as the case may be, in, to and under (a) that certain Master Lease Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Lease"), between Debtor, as lessor, and Private Restaurant Master Lessee, LLC, a Delaware limited liability company, as lessee ("Master Lessee"), pursuant to which Debtor has leased all of the Property to Master Lessee, together with all rents, income and profits, including, but not limited to all base rent and all additional rent for pass-through expenses, including without limitation taxes, insurance, ground rent, operating and occupancy expenses and CAM expenses, arising from such Master Lease (collectively, the "Master Lease Rents"),

and (b) upon a termination of the Master Lease as to any or all of the Individual Properties (except as expressly permitted pursuant to the Master Lease), any lease, sublease or sub-sublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest by Debtor or right to use or occupy all or any portion of, any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease, or other agreement entered into by Debtor in connection with such lease, sublease, sub-sublease, or other agreement and every guarantee (including any letters of credit and other letter of credit rights) of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, including, without limitation, any cash and securities deposited thereunder (collectively with the Master Lease, "Leases"), the grant of such cash and securities hereunder being expressly subject to the provisions of the applicable Leases and all of Debtor's right, title and interest, subject to the provisions of Section 5 of the Security Instrument, in the right to receive and collect the revenues, income, rents, security deposits, issues, profits, royalties and other benefits payable under any of the Leases, and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property (collectively with the Master Lease Rents, "Rents");

- G. all of Debtor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments heretofore and hereafter made to Debtor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property or any easement appurtenant thereto, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property, whether direct or consequential;
- H. all of Debtor's right, title and interest in and to all unearned premiums paid under insurance policies obtained by Debtor now or hereafter obtained by Debtor to the extent the same insure the Property and Building Equipment and any other insurance policies to the extent the same insure the Property and Building Equipment, including, without limitation, liability insurance policies and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property and Building Equipment (other than liability insurance);
- I. all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, and all conversions of the security constituted thereby; immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, to the extent permitted by law,

without any further mortgage, conveyance, assignment or other act by Debtor, all such extensions, improvements, betterments, renewals, substitutes and replacements shall become subject to the lien of the Security Instrument as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein;

- J. all of Debtor's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof without occurrence of a breach or default thereunder and to the extent permitted by applicable law in any case which now or hereafter relates to, are derived from or are used in connection with the Property, and without impairment of the validity or enforceability thereof, (i) the REAs and all contracts and agreements relating to the Property (other than the Leases), including operating agreements and management agreements, and all other documents, books and records related to the ownership and operation of the Property; (ii) to the extent permitted by law, all consents, Licenses (including, to the extent permitted by law, any licenses held by Debtor permitting the sale of liquor at any of the Individual Properties the transfer and/or assignment of which is permitted by law without filing or other qualification), warranties, guaranties, building permits and government approvals relating to or required for the construction, completion, occupancy and operation of the Property; (iii) all plans and specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all Fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; (iv) all such other contracts and agreements (other than the Leases) from time to time executed by Debtor relating to the ownership, leasing, construction, maintenance, operation, occupancy or sale of the Property, together with all rights of Debtor to compel performance of the terms of such contracts and agreements; and (v) subject to the terms of the Loan Agreement, the Collateral Accounts and any funds in such Collateral Accounts from time to time (it being understood that at such time as Debtor shall withdraw any amounts from any Collateral Accounts in accordance with the provisions of the Loan Agreement, the same shall cease to constitute part of the Property);
- K. to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof and to the extent permitted by law, all of Debtor's right, title and interest in, to and under all escrows, documents, instruments, accounts, chattel paper and general intangibles, as the foregoing terms are defined in the UCC but excluding the Excluded Personal Property, and credit card receivables and escrows, in any case which now or hereafter relate to, are derived from, or are used in connection with the Property, and all contract rights, franchises, books, records, plans, specifications, Licenses, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

- L. all of Debtor's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof; and
  - M. all of Debtor's right, title and interest in, to and under all of the following whether now owned or hereafter acquired and whether now existing or hereafter arising: (i) the Interest Rate Cap Agreement; (ii) all payments, distributions, disbursements or proceeds due, owing, payable or required to be delivered to Debtor in respect of the Interest Rate Cap Agreement or arising out of the Interest Rate Cap Agreement, whether as contractual obligations, damages or otherwise; and (iii) all of Debtor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under or arising out of the Interest Rate Cap Agreement, in each case including all accessions and additions to, substitutions for and replacements, products and proceeds of any or all of the foregoing.
  - N. all of Debtor's right, title and interest in and to, whether now owned or existing or hereafter acquired or arising and regardless of where located: (i) the Collateral Accounts and all cash, deposits and/or wire transfers from time to time deposited or held in, credited to or made to Collateral Accounts; (ii) all interest and cash from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing or purchased with the funds from the Collateral Accounts unless released; and (iii) to the extent not covered by clauses (i) or (ii) above, all proceeds (as defined under the UCC) of any or all of the foregoing (it being understood that at such time as Debtor shall withdraw any amounts from any Collateral Accounts in accordance with the provisions of the Loan Agreement, the same shall cease to constitute part of the Property).
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**Defined Terms**

**Assignment of Leases:** shall mean the Assignment of Master Lease, Subleases, Rents and Security Deposits, dated as of the date hereof, as amended, restated, replaced, supplemented or otherwise modified from time to time, between Debtor, as assignor, and Secured Party, as assignee.

**Collateral Accounts:** shall mean account number 1235086401 established by Debtor, together with all Sub-Accounts.

**Condominium Parcels:** shall have the meaning provided in the Security Instrument.

**Condominium Units:** shall have the meaning provided in the Security Instrument.

**Excluded Personal Property:** shall mean, collectively, (a) all of the personal property and trade fixtures of Master Lessee, OSI Restaurant Partners, LLC, and its affiliates, (b) any licenses or other intellectual property (i) of Master Lessee, OSI Restaurant Partners, LLC, and its affiliates, and any tenants of Master Lessee or (ii) relating to the restaurant concepts or the business of any tenant of Master Lessee and (c) any personal property or trade fixtures of third party tenants or subtenants of Master Lessee.

**Fee Parcels:** shall have the meaning provided in the Security Instrument.

**Ground Leases:** shall have the meaning provided in the Security Instrument.

**Individual Parcel:** shall mean each Fee Parcel, Leasehold Parcel and Condominium Parcel.

**Interest Rate Cap Agreement:** shall mean the Confirmation and Agreement (together with the confirmation and schedules relating thereto), dated on or about the date hereof, between Debtor and SMBC Derivative Products Limited.

**Land:** shall mean each Fee Parcel, Leasehold Parcel and Condominium Parcel, collectively.

**Leasehold Estates:** shall mean the leasehold estates in the Leasehold Parcels created by the Ground Leases.

**Leasehold Parcels:** shall have the meaning provided in the Security Instrument.

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MILWAUKEE, WISCONSIN



**Licenses:** shall mean all certifications, permits, licenses and approvals, including without limitation, certificates of completion and occupancy permits required of Debtor for the legal use, occupancy and operation of the Improvements as a restaurant, as applicable.

**Loan Agreement:** shall mean that certain LOAN AND SECURITY AGREEMENT dated as of June 14, 2007 (as amended, restated, replaced, supplemented or otherwise modified from time to time), between PRIVATE RESTAURANT PROPERTIES, LLC, a Delaware limited liability company, having an office at 2202 N. West Shore Blvd., Suite 470A, Tampa, Florida 33607, to GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, having an office at 60 Wall Street, 10<sup>th</sup> Floor, New York, New York 10005, and BANK OF AMERICA, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255.

**Person:** shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

**REA(s):** shall mean, collectively, any recorded "construction, operation and reciprocal easement agreement" or similar agreement (including any "separate agreement" or other agreement between Debtor and one or more other parties to an REA with respect to such REA) affecting any Individual Property or portion thereof, including, without limitation, all REAs as defined in the Security Instrument.

**Security Instrument:** shall mean that certain COMBINED FEE AND LEASEHOLD MULTISTATE MORTGAGE, DEED TO SECURE DEBT, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF MASTER LEASE, SUBLEASES, RENTS AND SECURITY DEPOSITS, dated June 14, 2007, executed and delivered by Private Restaurant Properties, LLC, a Delaware limited liability company, having its principal office 2202 North West Shore Boulevard, Suite 470A, Tampa, FL 33607, to German American Capital Corporation, a Maryland corporation, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 and, Bank of America, N.A., a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255.

**UCC or Uniform Commercial Code:** shall mean the Uniform Commercial Code as in effect in the State.

Capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement and the Security Instrument, as applicable. Interested parties may contact the Secured Party during normal business hours to review a copy of the Loan Agreement, Security Instrument or other loan documents.

EXHIBIT B TO UCC-1

2007 000463

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**Legal Description**

Store #

1550

Address

8110 Georgia Street

City/Town

Merrillville

County

Lake

State

IN

2007 000463

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**Parcel 1:**

Part of parcel described to Whiteco Industries, Inc., in a Trustee's Deed recorded on January 14, 1991, as Document Number 91002056, said part described as follows: Part of Block "D", Lincoln Square, Merrillville, Indiana, as shown in Plat Book 43, page 137, in Lake County, Indiana, more particularly described as follows: Commencing at a point on the Southwesterly line of said Block "D" and 386.09 feet Southeasterly from the Northwest corner thereof; thence South 30 degrees 48 minutes 05 seconds East 233.70 feet; thence North 59 degrees 11 minutes 55 seconds East 364.00 feet, more or less, to the Northeasterly line of said Block "D;" thence Northwesterly along a curve to the left with a radius of 666.2 feet for a distance of 253.00 feet; thence South 59 degrees 11 minutes 55 seconds West 271.15 feet to the Point of Beginning, in Lake County, Indiana.

**Parcel 2:**

A Non-Exclusive Easement for the construction, operation and maintenance of a goal-post type Pylon Sign, created in Sign Easement Agreement dated July 19, 2002 and recorded October 7, 2002 as Document No. 2002 090345, made by and between Whiteco Industries, Inc., and Outback Steakhouse of Florida, Inc., a Florida corporation, described as follows:

A Parcel of land being a part of the land described to Whiteco Industries, Inc., in a Trustee's Deed recorded on January 14, 1991, as Document No. 91002056, in the Office of the Recorder of Lake County, Indiana, said Parcel also being Part of Lot 1, Resubdivision of Part of Block "D", Lincoln Square, as shown in Plat Book 65, page 8, in said Recorder's Office, said Parcel also being Part of Lot 1, Final Plat C. S. Subdivision, as shown in Plat Book 93, page 86, in said Recorder's Office, said parcel being more particularly described as follows: Commencing at a point on the Southwesterly line of Block "D" (as shown in Plat Book 43, page 137 in said Recorder's Office) and 386.09 feet Southeasterly from the Northwest corner thereof; thence South 30 degrees 48 minutes 05 seconds East, 233.70 feet along the Westerly line of said Block "D"; thence North 59 degrees 11 minutes 55 seconds East 313.03 feet to a point that is 50.00 feet by radial measurement from the Northeasterly line of said Block "D" and being the point of beginning; thence continuing North 59 degrees 11 minutes 55 seconds East 35.00 feet; thence South 30 degrees 48 minutes 05 seconds East, 35 feet; thence South 59 degrees 11 minutes 55 seconds West, 70 feet; thence North 30 degrees 48 minutes 05 seconds West, 35.00 feet; thence North 59 degrees 11 minutes 55 seconds East, 35.00 feet to the point of beginning, all in Lake County, Indiana.