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**AGREEMENT**

**THIS AGREEMENT** made and entered into this 15th day of June, 1992, by and between TSG Associates, an Iowa General Partnership ("TSG") and Sofokles Dres and Tenia Dres ("DRES"),

**WITNESSETH:**

**WHEREAS,** TSG is the legal title holder and owner of that certain real estate legally described as follows:

Lot 2, Old Airport Addition to Lake County, Indiana as shown in Plat Book 38, page 99 in the Office of the Recorder of Lake County, Indiana;

hereinafter referred to as "Lot 2"; and

**WHEREAS,** DRES is the legal title holder and owner of that certain real estate legally described as follows:

Lot 3, Old Airport Addition to Lake County, Indiana, as shown in Plat Book 38, page 99 in the Office of the Recorder of Lake County, Indiana;

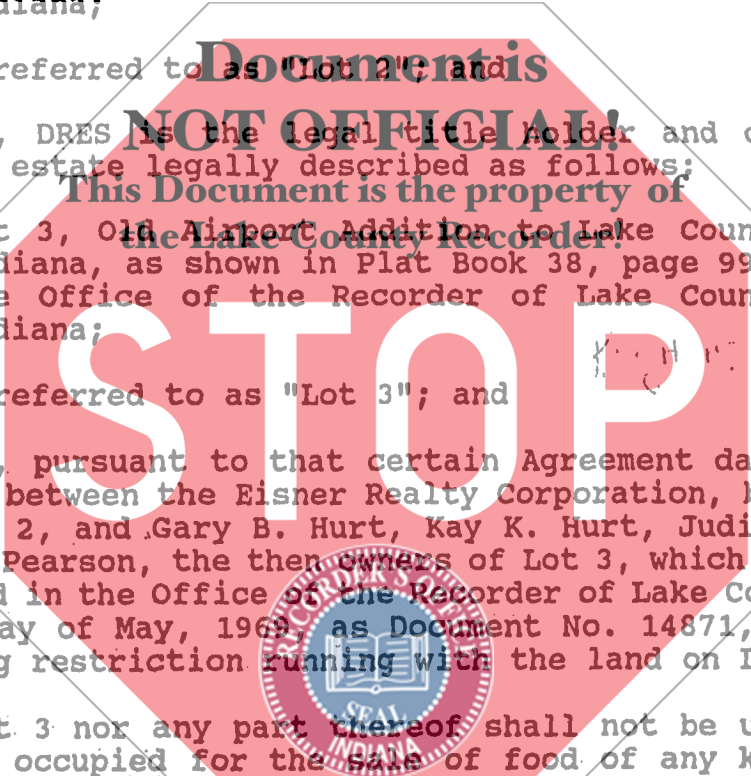
hereinafter referred to as "Lot 3"; and

**WHEREAS,** pursuant to that certain Agreement dated April 18, 1969, by and between the Eisner Realty Corporation, being the then owner of Lot 2, and Gary B. Hurt, Kay K. Hurt, Judith H. Pearson and James D. Pearson, the then owners of Lot 3, which Agreement was duly recorded in the Office of the Recorder of Lake County, Indiana on the 2nd day of May, 1969, as Document No. 14871, there exists the following restriction running with the land on Lot 3:

Lot 3 nor any part thereof shall not be used or occupied for the sale of food of any kind for consumption on or off the premises nor for a so-called car wash business or automobile repair business without the prior written consent of all of the owners of record of said Lot 2 except that if an automobile service station is constructed on said Lot 3 automobiles may be washed or repaired within the service station building;

hereinafter referred to as "the restrictive covenant"; and

**WHEREAS,** Lot 3 presently contains a gasoline filling station; and



W H L REC 30

AUG 14 1992

*Anna M. Anton*  
AUDITOR LAKE COUNTY

00100

ROBERT E. EELAND  
RECORDER

AUG 20 9 06 AM '92

STATE OF INDIANA, S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD

11.00  
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WHEREAS, DRES desires to have TSG allow and consent to the sale of certain limited items which might otherwise be barred by the restrictive covenant as it pertains to the sale of food; and

WHEREAS, TSG is willing to consent to the sale of certain limited items, as more fully set forth herein.

NOW, THEREFORE in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. After the date of this agreement, and so long as there is a gasoline filling station on Lot 3, notwithstanding the terms of the restrictive covenant, Lot 3 may be used for the sale of the following confectionery and snack items:

- (a) Ice.
- (b) Chewing gum.
- (c) Candy provided however, this shall not include the type of candy commonly sold by "Fannie May" or other similar entities.
- (d) Cookies.
- (e) Potato chips, peanuts, seeds, cracker, popcorn and other such similar items.
- (f) Soda pop, fruit juices, milk, coffee and other such beverages.
- (g) Sundry drug items, such as aspirin, cough drops, breath mints.
- (h) Donuts and sweet rolls, provided however, this shall not include cakes, large pies, bread or prepackaged bakery items sold in bulk.
- (i) Certain prepackaged meat products of the type commonly known as Slim Jims, Beef Jerky and other such similar items.

2. In all other respects, the terms of said April 18, 1969 Agreement shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date first above written.

TSG ASSOCIATES, an  
Iowa General Partnership

BY: Richard Geifman  
Richard Geifman  
General Partner

x Sofokles Dres  
Sofokles Dres

x Tenia Dres  
Tenia Dres

STATE OF ~~IOWA~~ INDIANA )  
  ) SS:  
COUNTY OF LAKE )

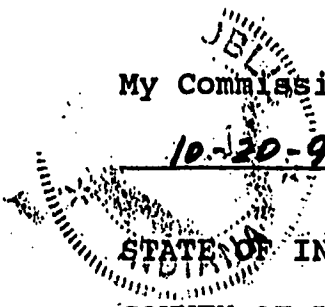
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Richard Geifman, personally known to me to be a General Partner of TSG ASSOCIATES, an Iowa General Partnership appeared before me this day in person and acknowledged the execution of the foregoing Agreement for and on behalf of said partnership.



Witness my hand and official seal this 28 day of July, 1992.

Nick Katich, Notary Public  
Residing in LAKE County

My Commission Expires:  
10-20-92



STATE OF INDIANA )  
  ) SS:  
COUNTY OF LAKE )



Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sofokles Dres and Tenia Dres and acknowledged the execution of the foregoing Lease.

Witness my hand and official seal this 7<sup>th</sup> day of July, 1992.

Debra L. Volk, Notary Public  
Residing in Porter County

My Commission Expires:  
3-26-93

This instrument prepared by: Nick Katich, Attorney at Law, 300 E. 90th Drive, Merrillville, Indiana, 46410.

