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STATE OF INDIANA
LAKE COUNTY
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2009 062466

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MICHAEL A. BROWN
RECORDER

Prepared by:
Riker, Danzig, Scherer, Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
P.O. Box 1981
Morristown, New Jersey 07962-1981
Attention: Cathleen H. Giuliana, Esq.

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(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made as of ^{Sept} April 2, 2009, by and between TOWN SQUARE SHOPPING CENTER L.L.C., an Illinois limited liability company, having an office c/o Praedium Development Corporation, 707 Skokie Boulevard, Suite 210, Northbrook, Illinois 60062 ("**Landlord**"), and BED BATH & BEYOND INC., a New York corporation, having an office at 650 Liberty Avenue, Union, New Jersey 07083 ("**Tenant**").

Preliminary Statement

Landlord is the fee owner of certain real property located in the County of Lake, State of Indiana, as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon (the "**Shopping Center**"). Landlord and Tenant, as of the date hereof, have entered into a lease (the "**Lease**") demising a portion of the Shopping Center as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum of Lease to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Rent Commencement Date (the "**Initial Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Term for five (5) separate and additional periods of five (5) years each after the expiration of the Initial Term.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:
 - (i) that, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land (defined in the Lease) to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items (including, without limitation, health and beauty care items, but excluding plumbing hardware); (c) housewares (excluding furniture, and major appliances or "white goods"); (d) frames and wall art (provided that a fine art

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gallery shall not be precluded); (e) window treatments; and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "**Exclusive Items**"). Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such sales, rental and/or distribution area) not to exceed the lesser of (x) five percent (5%) of the Floor Area of such tenant's or subtenant's premises, or (y) two thousand (2,000) square feet of Floor Area within such tenant's or subtenant's premises. [For example only, a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold shall not exceed two hundred fifty (250) square feet.]

(ii) the restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center for certain uses which are otherwise prohibited by the terms of the Lease;

(iii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon a pylon and/or monument sign located at the Shopping Center;

(iv) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center);

(v) Tenant's continuing right of first offer to lease additional space in the Shopping Center which is contiguous to the Premises and which may become available on and after the date of the Lease; and

(vi) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed, or changes made without the consent of the Tenant.

4. In addition to those terms hereinabove set forth, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

WITNESS/ATTEST:

TOWN SQUARE SHOPPING CENTER
L.L.C., an Illinois limited liability company

Don Magnus

By: [Signature]
Name: George Markopoulos
Title: Manager

[SEAL]

TENANT:

WITNESS/ATTEST:

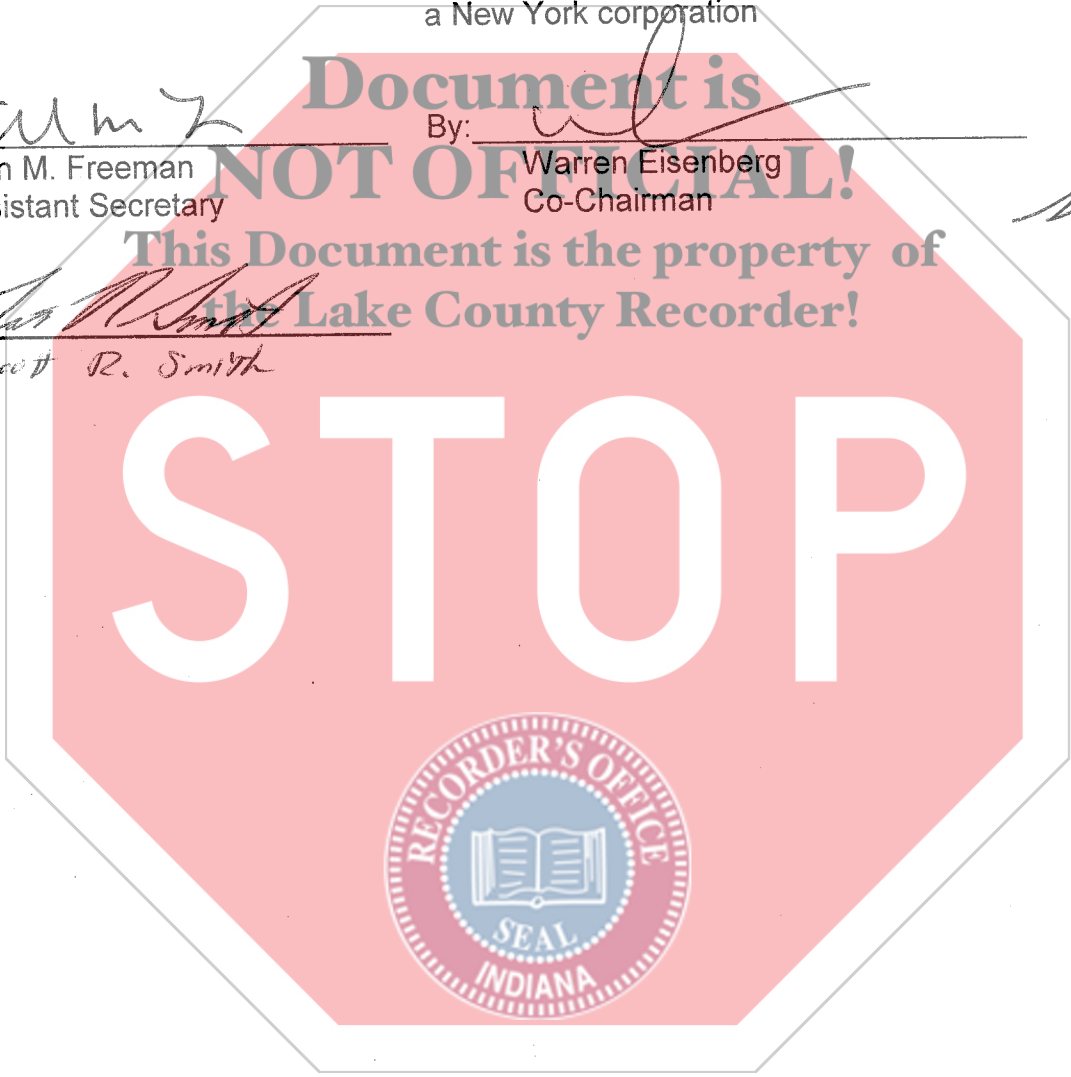
BED BATH & BEYOND, INC.,
a New York corporation

Alan M. Freeman
Alan M. Freeman
Assistant Secretary

By: [Signature]
Warren Eisenberg
Co-Chairman

[Signature]
Scott R. Smith

[SEAL]



Acknowledgments

STATE OF)
) : ss.
COUNTY OF)

On this 2 day of September, 2009, before me personally came George Markopoulos to me known, who being by me duly sworn, did depose and say that he is the Manager of TOWN SQUARE SHOPPING CENTER L.L.C., an Illinois limited liability company, the company described in and which executed the above instrument and that he signed his name thereto by order of it members.

Heather Fenchel
Notary Public

My Commission Expires:



STATE OF NEW JERSEY)
) : ss.
COUNTY OF UNION)

On this 18 day of April, 2009, before me personally came Warren Eisenberg to me known, who being by me duly sworn, did depose and say that he is the Co-Chairman of the Board of Directors of Bed Bath & Beyond Inc., the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

Kathleen C Ferencak
Notary Public

My Commission Expires:
KATHLEEN C. FERENCHAK
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES NOVEMBER 2, 2013

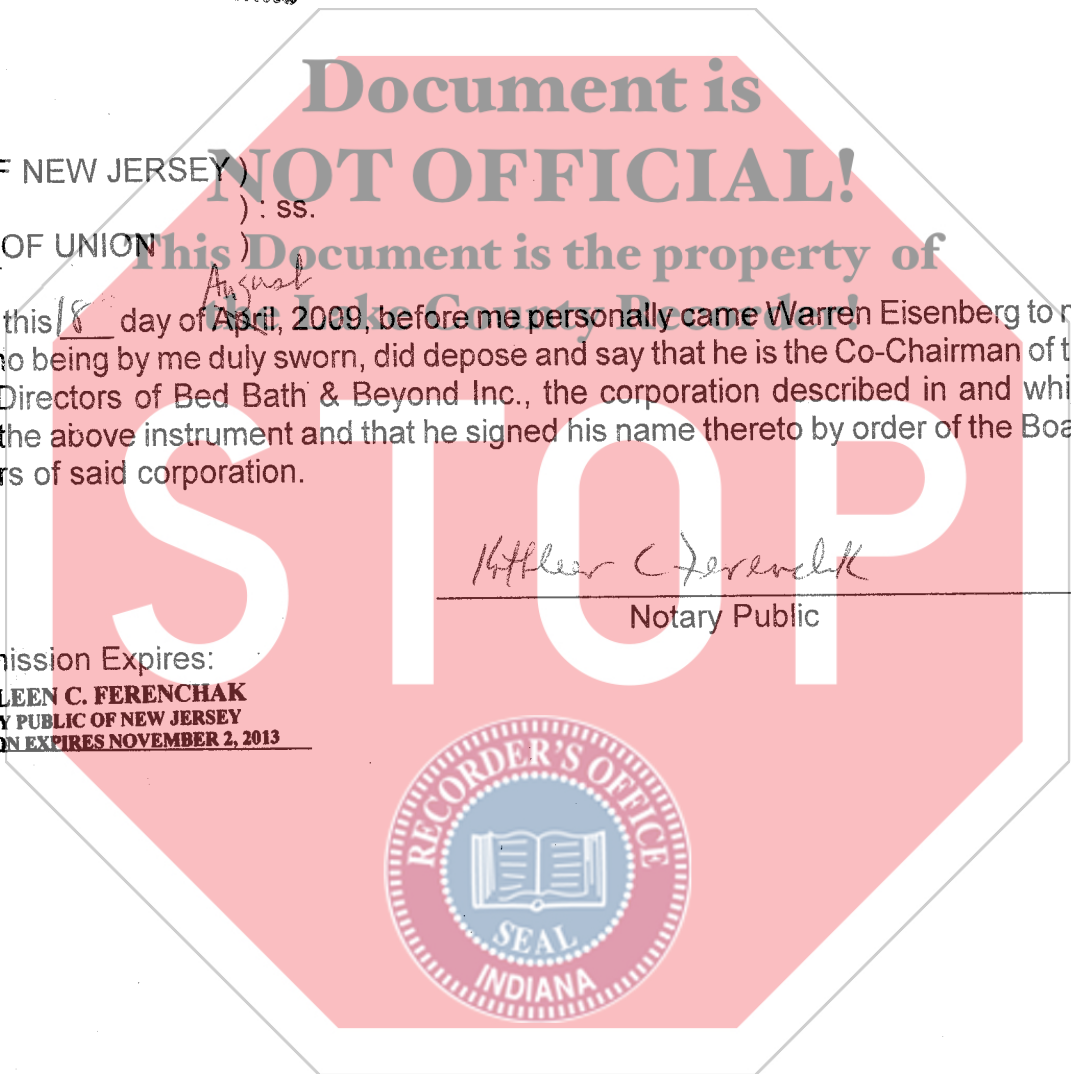


EXHIBIT A

Legal Description of the Shopping Center

The property is located in the Town of Schererville, Lake County, State of Indiana, and is described as follows:

PARCEL A

Lots 1, 3, 4 and 5 in Town Square Shopping Center, an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 89 Page 36 in the Office of the Recorder of Lake County, Indiana.

Together with a Reciprocal Roadway Easement for ingress and egress made by and between Mercantile Bank, as Trustee under Trust No. 4684, dated September 15, 1985; and Lake County Trust Company, as Trustee under Trust No. 3399, dated the 7th day of December 1984, as amended; and William J. McEnery, as Trustee of the William J. McEnery Revocable Trust dated April 22, 1993, dated December 27, 1996 and recorded May 20, 1999 as Document No. 99042671.

Together with a Reciprocal Cross-Access Easement for ingress and egress made by and between Town Square Shopping Center, LLC, an Illinois limited liability company, and Town Square I, LLC, an Illinois limited liability company dated July 19, 2002 and recorded April 9, 2003 as Document No. 2003 036192 and in First Amendment to Reciprocal Cross-Access Easement Agreement with Covenants, Conditions and Restrictions recorded October 10, 2003 as Document No. 2003 109382.

PARCEL B **This Document is the property of**

Lot 2 in Town Square Shopping Center, an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 89 Page 36 in the Office of the Recorder of Lake County, Indiana.

EXCEPTING therefrom Lots 1, 2 and 3 of the land that portion appropriated by the State of Indiana in Judgment of Appropriation recorded January 13, 2005 as Document No. 2005 002653.

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