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NON-DISTURBANCE, ATTORNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT is made and entered into as of February 1, 1992, by and among LASALLE NATIONAL BANK, a national banking association, ("Mortgagee" or "LaSalle"), WABAN INC., a Delaware corporation ("Lessee"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under a Trust Agreement dated June 24, 1991, and known as Trust No. 113337-05 ("Lessor")

R E C I T A L S

A. Mortgagee is now the owner and holder of that certain Construction Loan Mortgage Note dated as of February 1, 1992, in the principal sum of Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000), secured by a Construction Loan Mortgage and Security Agreement (the "Mortgage") of even date therewith, which Mortgage constitutes a lien or encumbrance on that certain real property more particularly described in the attached Exhibit "A" (the "Property").

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B. Lessee is the holder of a leasehold estate covering the Property (the "Demised Premises") pursuant to the terms of that certain lease dated November 7, 1991, and executed by Lessee and Lessor (the "Lease").

C. Lessee, Lessor and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

A G R E E M E N T

1. Lessee's possession and occupancy of the Demised Premises and its rights under the Lease shall not be interfered with or disturbed by Mortgagee during the term of the Lease or any extension thereof, duly exercised by Lessee, unless Lessor then has the right to terminate the Lease under the terms thereof.

2. If the interests of any prior lessor under the Lease (including Lessor) shall be transferred to and/or owned by Mortgagee by reason of judicial foreclosure, power-of-sale foreclosure or other proceedings brought by it, or deed in lieu of such foreclosure proceedings, or by any other manner, including but not limited to Mortgagee's exercise of its rights under any assignment of leases and rents, and Mortgagee succeeds to the

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interest of such lessor under the Lease, Lessee shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the remaining term thereof and any extension thereof duly exercised by Lessee, with the same force and effect as if Mortgagee were the lessor under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee's succeeding to the interest of the lessor under the Lease; provided, however, that Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that it has succeeded to the interest of the lessor under the Lease, as aforesaid, or that it has terminated the license granted to Lessor to collect rents as provided in the Mortgage or any assignment of leases and rents. The respective rights and obligations of Lessee and Mortgagee, as Lessor, upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extension, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

3. If Mortgagee shall succeed to the interest of any prior lessor under the Lease (including Lessor), as aforesaid, Mortgagee shall, subject to the last sentence of this Section 3, be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided, however, that Mortgagee shall not be:

(a) Liable for any damages caused by acts or omissions of any prior lessor (including Lessor) which accrue (i) before the date on which Mortgagee succeeds to the interest of such prior lessor (the "Succession Date"), and (ii) after the Succession Date, in the case of any damages caused by any such act or omission of any prior lessor in connection with which Mortgagee has not received notice and an opportunity to cure in accordance with the provisions of Section 8 of this Agreement; provided, however, that the provisions of this paragraph (a) shall not be construed to prohibit Lessee from offsetting such damages which accrue after the Succession Date against rent payable under the Lease; or

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(b) Subject to any offsets or defenses which Lessee has against any prior lessor (including Lessor) as of the Succession Date; or

(c) Bound by any rent or additional rent or advance rent which Lessee has paid more than one month in advance of the due date of such payment provided for in the Lease to any prior lessor (including Lessor) and all such rent shall remain due and owing notwithstanding such advance payment; or

(d) Bound by any amendment or modification of the Lease hereafter made without its consent and written approval; or

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(e) Be required to complete Landlord's Construction Work (as defined in the Lease) in the event of a foreclosure of the Mortgage, or acceptance by Mortgagee of deed in lieu of foreclosure; provided, however, that the provisions of this paragraph (e) shall not be construed to prohibit Lessee from offsetting against rent payable under the Lease any amounts which Lessee advances to complete such Landlord's Construction Work after the date on which Lessee commences to install its fixtures and/or equipment in the Demised Premises.

Neither LaSalle nor any other party who, from time to time, shall be included in the definition of Mortgagee hereunder shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own a fee interest in or to the Property, provided that the transferee thereof from Mortgagee shall have agreed with Lessee, in writing in recordable form, that such transferee shall thereafter be liable and responsible for performing and observing all of the terms and conditions on the part of the Lessor to be performed or observed under this Agreement.

4. Subject to the terms of this Agreement (including but not limited to those in Section 2 hereof), the Lease now is, and shall at all times continue to be, subordinate to the lien of the Mortgage and to any and all renewals, modifications, extensions, substitutions and/or consolidations of the Mortgage.

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5. The term "Mortgagee" shall be deemed to include LaSalle or any of its successors and assigns, including anyone who shall have succeeded to the lessor's interest under the Lease by, through or under judicial foreclosure, or power-of-sale foreclosure or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure proceedings, or by any other manner.

6. Lessor and Lessee certify to Mortgagee as follows: (a) that the Lease is presently in full force and effect and unmodified or changed; (b) that the term of the Lease shall commence on the Commencement Date (as defined in Section 4.3 of the Lease) and Lessee's obligation to pay rent under the Lease will commence as of such date; (c) that no rent under the Lease has been paid more than one month in advance of its due date; (d) that, to their knowledge, no default exists under the Lease; (e) that Lessee, as of this date, has no charge, lien or claim of offset under the Lease or otherwise, against rents or other charges due or to become due thereunder; (f) that the Lease constitutes the entire rental agreement between the parties and that Mortgagee shall have no liability or responsibility with respect to any security deposit of Lessee; and (g) that Lessee has no right or interest in or under any contract, option or agreement involving the sale of the Demised Premises.

7. In the absence of the prior written consent of Mortgagee, Lessee agrees not to voluntarily surrender the Demised Premises or terminate the Lease without cause; provided, however,

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ACCORDANCE

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that the provisions of this Section 7 shall not be construed to prohibit Lessee from terminating the Lease pursuant to the provisions thereof or pursuant to an exercise of remedies under applicable law.

8. In the event Lessor shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Lessee shall give Mortgagee a copy of any written notice thereof sent to Lessor and Mortgagee shall have the right (but not the obligation) to cure such failure, and Lessee shall not take any action with respect to such failure under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent thereunder, for the same period of time after Mortgagee's receipt of such copy as is allowed to Lessor under the Lease for the curing thereof after receipt of such notice thereof.

9. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

10. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto notwithstanding that all parties are not signatories to the original or the same counterpart.

11. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by prepaid telegram or telex, or by telephone facsimile, or by prepaid overnight delivery service which delivers only upon signed receipt of the addressee. Notice so mailed shall be effective on the third day after deposit in the mails. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lessor: American National Bank and Trust Company of
Chicago Trust No. 113337-05
c/o Hiffman Shaffer Anderson, Inc.
180 North Wacker Drive, Suite 500
Chicago, Illinois 60606

Mortgagee: LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

Attention: Lisa J. Cunningham
Commercial Real Estate

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Lessee:

Waban Inc.
One Mercer Road
P.O. Box 9600
Natick, Massachusetts 01760

Attention: Vice President -- Finance

with a copy to:

Home Club Inc.
140 Orangefair Mall
Suite 100
Fullerton, California 92632

Attention: Vice President -- Real Estate

provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the other parties in the manner set forth hereinabove.

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

LASALLE NATIONAL BANK

By

[Signature]
Title: *Assistant Vice President*

"Mortgagee"

WABAN INC.

By

[Signature]
President

By

[Signature]
Vice President

"Lessee"

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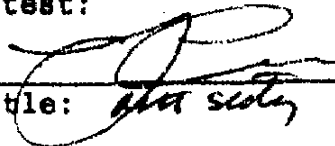
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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

By 
Title: _____

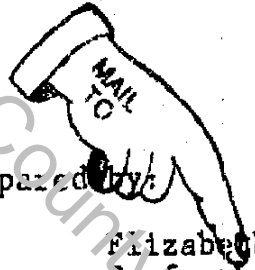
(SEAL)

Attest: "Lessor"


Title: lessor

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, conditions and agreements herein made on the part of the Trustee are made through the undersigned Land Trustee and not through his personal liability or personal responsibility. He shall be held liable in any case for deceit or fraud and not liable in any case for mistake of fact, mistake of law, negligence, representation, covenant, warranty, or agreement on the Trustee in this instrument.

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This document prepared by
Elizabeth Strand
Soyfarth, Shaw, Fairweather
& Geraldson
55 East Monroe St.
Suite 6200
Chicago, IL 60603-5803

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 3 AND 4 IN BEDFORD CITY SQUARE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS FOR INGRESS, EGRESS, UTILITIES, AND PARKING, AS DESCRIBED IN THAT CERTAIN OPERATION AND EASEMENT AGREEMENT DATED FEBRUARY 12, 1992 AND RECORDED ON FEBRUARY 20, 1992, WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 92106810, OVER UPON AND ACROSS THE FOLLOWING PARCEL OF LAND:

LOT 2 IN BEDFORD CITY SQUARE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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tax i.d. no. ~~33-010-9661~~

17-28-201-006, 015, 016, 020,

Address 72ND STREET AND

009, 013, 014, 030, 031.

CICERO AVE.

BEDFORD PARK, IL.

MAIL TO:

MICHAEL MANUA

C/O COMMONWEALTH TITLE
50 FEDERAL ST. 6TH FLOOR
BOSTON, MA 02110

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