

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made as of this 1st day of March, 2012 between **MIDAMERICA NATIONAL BANK** ("Lender"), **BIO-MEDICAL APPLICATIONS OF ALABAMA, INC.** ("Tenant"), and **TRIPLE H INVESTMENTS, LLC**, successor in interest to Montevallo AW LP ("Borrower" or "Landlord").

RECITALS

A. Pursuant to Lease Agreement dated July 15, 2009, Tenant leases from Landlord premises ("Premises") which is a portion of that certain real property owned by Landlord and commonly known as 3883 Highway 25, Montevallo, Alabama (said lease agreement, together with any and all amendments or modifications now existing or hereafter entered into, herein collectively the "Lease").

B. Lender has agreed to make a loan to Landlord as evidenced by a certain Promissory Note from Landlord to Lender in the original principal amount of \$1,546,000.00 ("Note"), said loan to be secured by a Mortgage dated 03-01-2012 from Landlord to the Lender on property ("Property"), including but not limited to the Premises (said mortgage, herein "Mortgage") (the Note and Mortgage hereinafter collectively referred to as the "Loan Documents"). Said Property is described on Exhibit A attached hereto and made a part hereof; and

C. Tenant has agreed to subordinate the Lease to the lien of the Mortgage and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

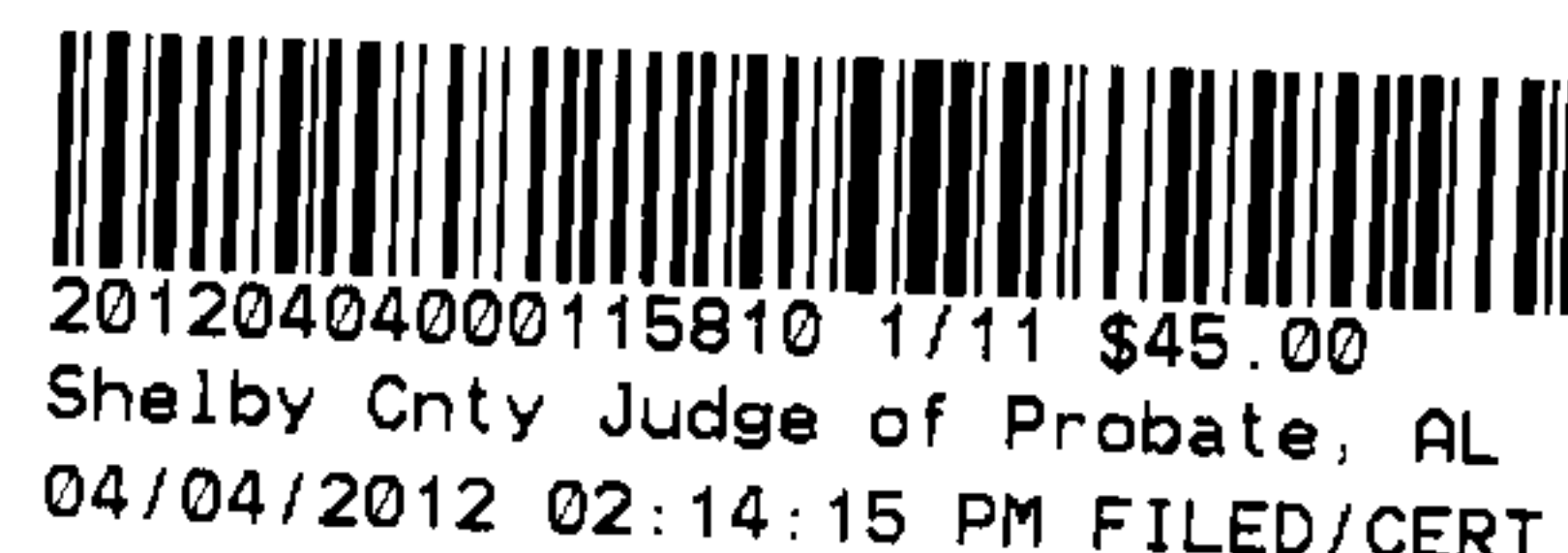
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Subordination.

The Lease is and shall be subject and subordinate to the lien of the Mortgage, to the full extent of any and all amounts from time to time secured thereby and interest thereon, all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease, provided Tenant's rights and obligations under the Lease are not disturbed or diminished as provided herein.

2. Attornment.

Tenant, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Premises at a foreclosure sale under the Mortgage or any



transferee who acquires the Premises by deed in lieu of foreclosure or otherwise in connection with the Mortgage and/or Loan Documents, and the successors and assigns of such purchaser or transferee (such purchaser or transferee (including Lender) and their successors and assigns herein "New Landlord"), as its landlord for the unexpired balance (and any extensions or renewals, if previously, at that time or thereafter exercised by Tenant) of the term of the Lease upon the same terms and conditions set forth in the Lease. Upon such Tenant attornment, the Lender, on behalf of itself and any New Landlord, agrees to be bound to the Tenant under all of the terms, covenants and conditions of the Lease, except as provided herein.

3. Non-Disturbance.

Lender, on behalf of itself and any New Landlord, hereby covenants and agrees with Tenant that if Lender or other New Landlord shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Landlord by foreclosure of the Mortgage, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents, provided Tenant is not then in default (after expiration of any applicable grace period) under the Lease, that:

(a) Tenant shall not be named as a party defendant in any foreclosure actions unless Tenant is deemed to be a necessary party;

(b) the Lease shall, in accordance with its terms, remain in full force and effect as a direct indenture of lease between Lender, or such other New Landlord (as the case may be), and Tenant, with the same force and effect as if originally entered into with Lender, or such other New Landlord (as the case may be); and

(c) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished, interfered with or disturbed by Lender or such other New Landlord by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents.

If Lender or any other New Landlord shall succeed to the interest of Landlord under the Lease by foreclosure, deed in lieu thereof or otherwise in connection with the Mortgage and/or Loan Documents, Tenant agrees that Lender or such other New Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) except with regard to continuing defaults under the Lease (including any outstanding Landlord Work), and except with regard to any landlord act, omission, or default listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents;



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(b) subject to any credits, offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord (including Landlord), except as explicitly provided in the Lease, and except with regard to continuing defaults under the Lease (including any outstanding Landlord Work), and except with regard to any landlord act, omission, or default listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents;

(c) bound by any rent or additional rent due after the date of attornment which Tenant shall have paid more than one (1) month in advance to any prior landlord (including Landlord) except if such prepayment is listed in a Tenant Estoppel Certificate prepared in connection with the Mortgage and Loan Documents, and except prepayments expressly permitted under the Lease such as prepayments of additional rent, with annual reconciliation, made pursuant to the terms of the Lease;

(d) bound by any covenant to undertake or complete initial construction of the Premises or the Property except as provided for in the Lease;

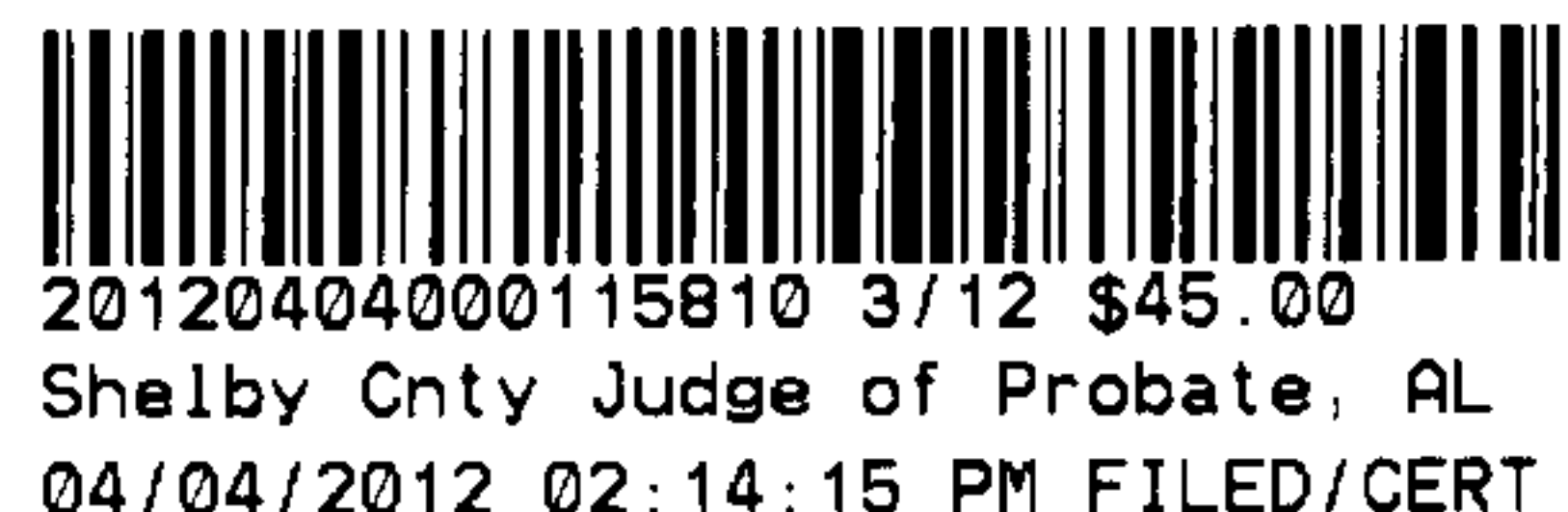
(e) bound by any provision of a future amendment or modification to the Lease materially decreasing the term or rent of the Lease, which has not been consented to in writing by the Lender, such consent not to be unreasonably withheld, delayed or conditioned. Lender shall have thirty (30) days to respond to a consent request, or Lender shall be deemed to have consented to the amendment;

(f) liable for the return of any security deposit made by Tenant to Landlord unless such New Landlord shall have actually received such security deposit from Landlord, provided said New Landlord agrees to make reasonable efforts to obtain such security deposit from Landlord; or

(g) liable for any payment to Tenant of any sum, or the granting to Tenant of any credit, in the nature of a contribution towards the cost of preparing, furnishing or moving into the Premises or any portion thereof, except as provided in the Lease.

Tenant shall look solely to the Property (including, but not limited to, insurance and rental proceeds in connection with the Property) for recovery of any judgment or damages from Lender or such other New Landlord for a claim or legal action related to the Lease, and neither Lender, nor any successor or assign or any of the foregoing shall have any personal liability in connection with the recovery of any judgment or damages from a claim or legal action related to the Lease.

4. Landlord's Failure to Perform under Lease – Lender Right to Cure Prior to Lease Termination.



Tenant hereby agrees it shall not terminate the Lease on account of Landlord's failure to perform an obligation under the Lease without providing Lender with written notice of such failure and the right to cure said failure within the same cure period granted Landlord under the Lease, said Lender cure period commencing upon receipt of said written notice. Notwithstanding the foregoing, if Landlord fails to perform any of its material obligations, covenants and warranties under the Lease and such failure substantially interferes with the ability of Tenant to reasonably implement its permitted use under the Lease or results in a real and imminent danger to the health or safety of the person or property tenant or any agent, employee, or invitee of Tenant, then, in such event, Tenant shall be entitled to exercise its rights within the time periods set forth in the Lease provided all required notices have been given as set forth in the Lease. Tenant agrees that Lender shall have no obligation to remedy said Landlord failure to perform a Lease obligation.

5. Landlord's Default under Loan Documents – Payment of Rent.

Tenant hereby agrees that upon written notice from Lender, Tenant shall pay all rents directly to Lender, and Landlord consents to said payments and hereby forever and irrevocably waives and releases Tenant for any and all liability regarding such payments.

6. Notice.

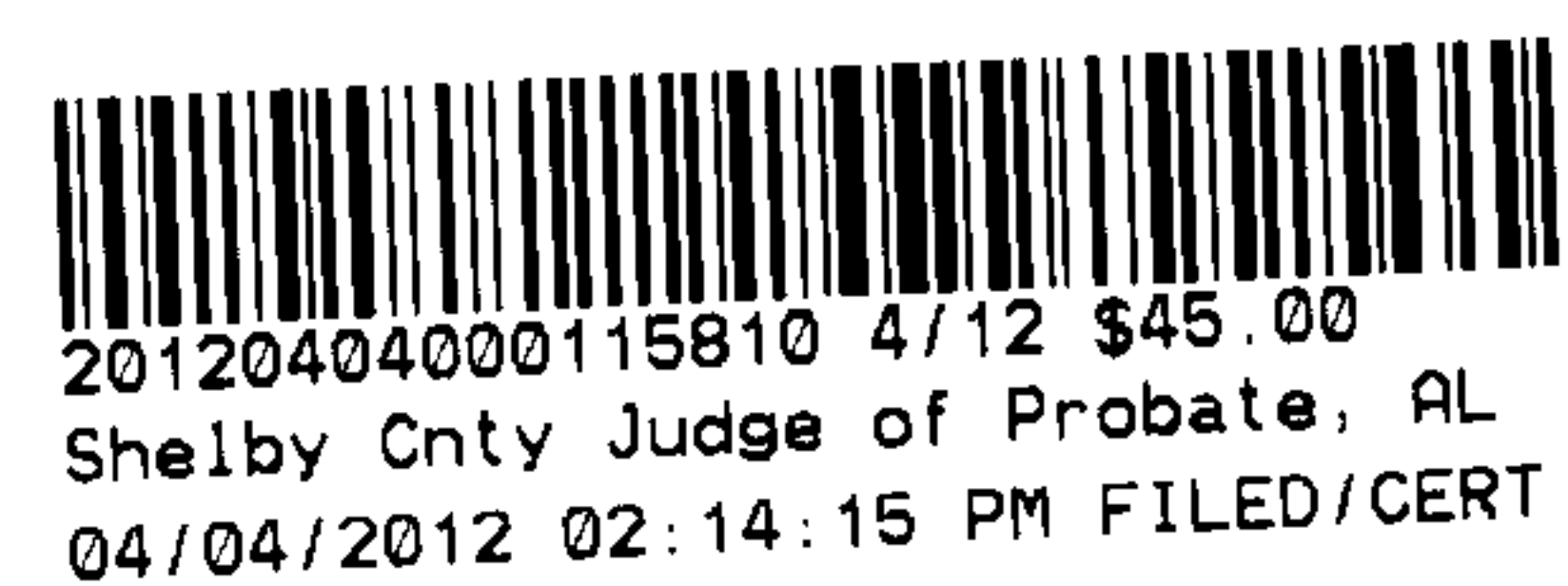
Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (a) actual delivery to such addressee at its address set forth below, or (b) the second (2nd) business day after the deposit thereof in the United States mail, registered or certified mail, return receipt requested, first class postage prepaid, or after deposit in overnight mail by a reputable overnight courier, addressed to such addressee at its address set forth below, provided, however, that notice to Tenant shall be as provided in the Lease. By notice complying with this section, any party may from time to time designate a different address in the 48 contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

Lender Notice Address: MidAmerica National Bank
130 North Side Square
Macomb, Illinois 61455-1300

Tenant Notice Address: c/o Fresenius Medical Care North America
Attn: Legal Department
920 Winter Street
Waltham, MA 02451-1457

Landlord Notice Address: Triple H Investments, LLC

PO Box 728
Macomb IL 61455



7. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

8. Recording.


The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

9. Counterparts.

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterparts shall be deemed to be an original counterpart, and all such counterparts shall together constitute but one and the same Agreement.

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

***** Signature Lines on the Following Page*****


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Lender

**MIDAMERICA NATIONAL
BANK**

By: Ryan Riggins
Name: Ryan Riggins
Title: Loan Officer

Tenant

**BIO-MEDICAL APPLICATIONS
OF ALABAMA, INC.**

By: Paul J. Colantonio
Name: Paul J. Colantonio
Title: Assistant Treasurer

Landlord

TRIPLE H INVESTMENTS, LLC

By: Mike Hillyer
Name: Mike Hillyer
Title: member

***** Acknowledgments on the Following Page*****



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ACKNOWLEDGEMENT OF TENANT

Commonwealth of Massachusetts)
) ss.
County of Middlesex)

On this the 29 day of February, 2012 before me C. Wynelle Scenna, the undersigned Notary Public, personally appeared Paul Colantoni as Assistant Treasurer of Bio-Medical Applications of Alabama, Inc., a corporation, proved to me through satisfactory evidence, which was/were personally known to be the person(s) whose names(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



C Wypelle Scenna
Signature of Notary

C. Wynelle Scenna
Printed Name of Notary

My commission expires: 08-01-2014


Place Notary Seal and/or Any Stamp Above



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ATTACH ACKNOWLEDGEMENT OF LENDER (required)

ATTACH ACKNOWLEDGEMENT OF LANDLORD (required)

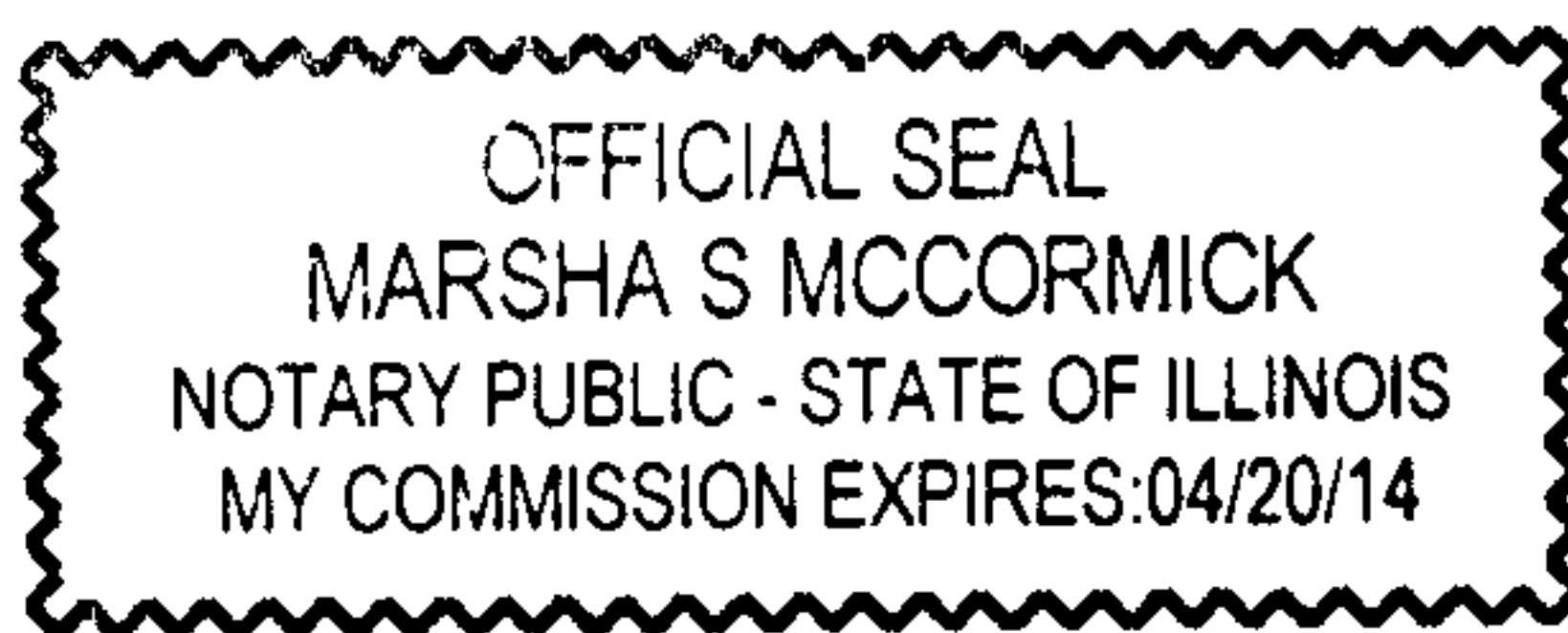

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ACKNOWLEDGMENT OF LANDLORD

STATE OF ILLINOIS)
)
COUNTY OF MCDONOUGH) SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, certify that Michael Hillyer, as a Member and agent of Triple H Investments, LLC, an Illinois limited liability company, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and in the capacity stated.

Marsha S. McCormick
Signature of Notary

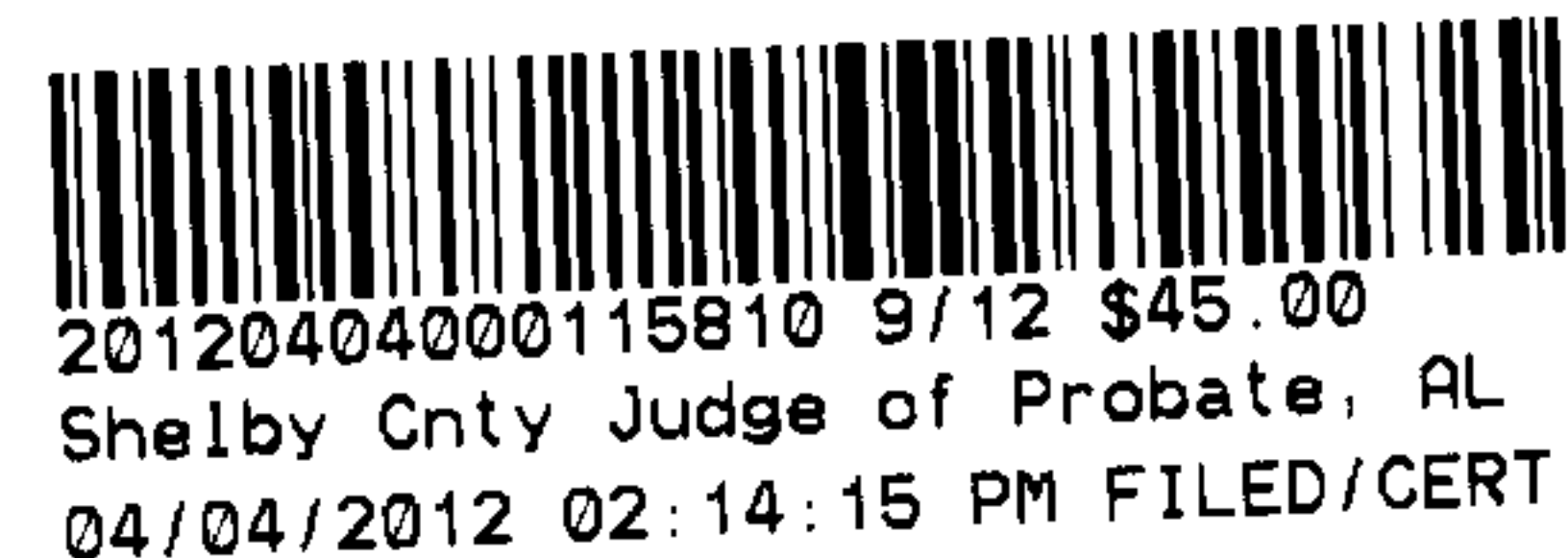


Marsha S. McCormick
Printed Name of Notary
My commission expires: 4-20-14

Place Notary Seal and/or Stamp Above

After recording, return to:

MidAmerica National Bank
130 North Side Square
Macomb, Illinois 61455-1300

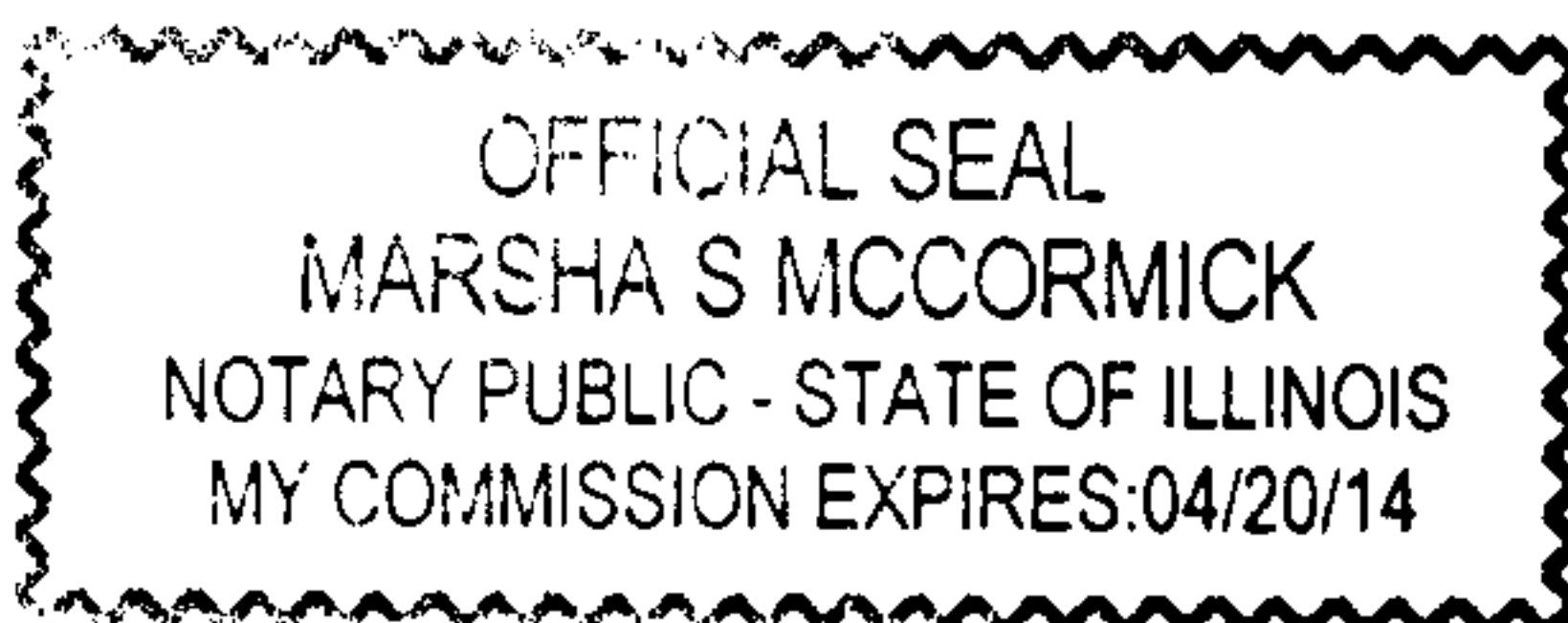


ACKNOWLEDGMENT OF LENDER

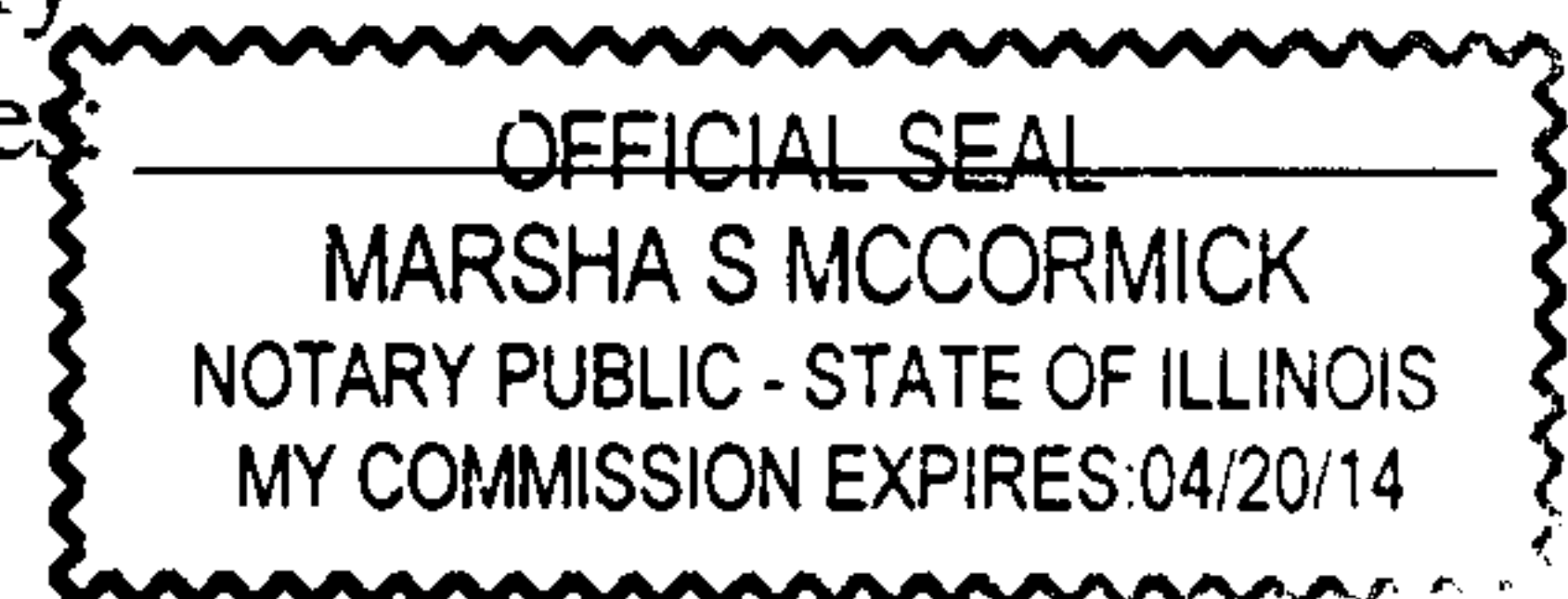
STATE OF ILLINOIS)
) SS:
COUNTY OF MCDONOUGH)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, certify that Ryan Riggins, Loan Officer of MidAmerica National Bank, a national banking association, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and in the capacity stated.

Marsha S. McCormick
Signature of Notary




Marsha S. McCormick
Printed Name of Notary
My commission expires



Place Notary Seal and/or Stamp Above

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Exhibit "A"



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Legal Description of Property

A parcel of land being a portion of Lot 3 and a portion of Lot 4 in Block 1 of the West Manor Addition to the Town of Montevallo Map Book 3, Page 60 as recorded in the Office of the Probate Judge of Shelby County, Alabama. Situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 4, township 24 North, Range 12 East, said parcel being more particularly described as follows: Beginning at a point 50.05 feet Southwest of the East most corner of said Lot 3, said point also being on the West right of way of Alabama State Highway 25. From said point of beginning, continue in a Southwesterly direction along said West right of way for a distance of 135.15 feet; thence deflection angle right 92 degrees 39 minutes 32 seconds for a distance of 387.69 feet; thence deflection angle right 122 degrees 11 minutes 30 seconds for a distance of 159.52 feet; thence deflection angle right 57 degrees 30 seconds for a distance of 296.44 feet to the point of beginning.

Now Known As:

Lot 3B, according to the Survey of Yancey & Sons, LLC, as recorded in Map Book 40, Page 131 in the Probate Office of Shelby County, Alabama.



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