#486537.04

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (FRD)
2700 First American Center
Nashville, Tennessee 37238

BOOK 10383 PG 64

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made and entered into as of this 6 day of March, 1997, by and among GAMBRO HEALTHCARE PATIENT SERVICES, INC., a Tennessee corporation ("Tenant"), CHARLOTTE PIKE REDEVELOPMENT GROUP, LLC, a Tennessee limited liability company ("Landlord"), COBE LABORATORIES, INC., a Colorado corporation ("Guarantor") and SKANDINAVISKA ENSKILDA BANKEN CORPORATION, a New York Banking Corporation with offices in New York, New York ("Lender");

W I T N E S S E T H:

WHEREAS, Lender has committed to make a term loan to Landlord in the original principal amount not exceeding $4,500,000 (the "Loan"); and

WHEREAS, the Loan is or is to be secured by a first lien Deed of Trust and Security Agreement (the "Security Instrument") on the real property described on Exhibit A hereto (the "Premises"); and

WHEREAS, George N. Spiva, Trustee ("Spiva"), Tenant and Guarantor have entered into that certain lease agreement dated September 6, 1996, with respect to the Premises, which lease agreement was assigned by Spiva to Landlord pursuant that certain Assignment and Assumption of Lease dated October 15, 1996, by and between Spiva and Landlord (as assigned, the "Lease"), all as more particularly set forth in the Lease; and

WHEREAS, Guarantor has guaranteed certain obligations of Tenant under the Lease, pursuant to certain agreements contained in the Lease;

WHEREAS, the Lease may be prior in time to the Security Instrument and to the right, title and interest of Lender thereto and thereunder; and

WHEREAS, Tenant is willing to subordinate the Lease to the lien and security title of the Security Instrument if Lender gives certain assurances that Tenant's possession of the Premises will not, subject to the terms and conditions of this Agreement, be disturbed by

reason of a foreclosure of the lien and security title of, or exercise of the power of sale under, the Security Instrument; and

WHEREAS, Lender is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Subordination. Tenant hereby subordinates all of its right, title and interest in, to and under the Lease to the lien and security title of the Security Instrument, and acknowledges and agrees that the Lease shall at all times hereafter be subject and subordinate in all respects to the Security Instrument and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement.

2. Notice to Lender; Lender's Cure. Notwithstanding any provision in the Lease to the contrary, no default in the performance of any of Landlord's obligations under the Lease that is of such a nature as to give Tenant a right to terminate the Lease or to reduce the rent payable under the Lease or to any credit, reduction or offset against future rents shall entitle Tenant to exercise any such right, power or remedy unless and until notice of such default is given to Lender and unless and until thirty (30) days shall have elapsed following receipt of such notice by Lender, during which period Lender shall have the right, but not the obligation, to remedy or cure such default; provided, however, that if such default cannot be cured within thirty (30) days, then Lender shall have such longer period of time as may be necessary to cure such default so long as Lender pursues the cure of same with due diligence.

3. Non-Disturbance of Tenant's Possession. So long as Tenant is not in default in the payment of rent, additional rent or other charges, or in the performance of any of the other terms, covenants or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's occupancy of the Premises during the original or any renewal term of the Lease or any extension thereof, notwithstanding foreclosure of the Security Instrument, exercise of the power of sale thereunder, acceptance of a deed in lieu of foreclosure or exercise of any other remedy provided in the Security Instrument, in any assignment of leases and rents in favor of Lender or pursuant to the laws of the state in which the Premises are situated.

4. Lender's Obligations. No person or entity who exercises a right arising under the Security Instrument or any assignment of the Lease to receive the rents payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions and agreements of Landlord under the Lease. Landlord and Tenant agree that Tenant shall make all payments to be made by Tenant under the Lease to such person or entity upon receipt of written notice of the exercise of such right, and Tenant agrees not to prepay any sums payable by Tenant under the Lease. Receipt of rent by such

other person shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look only to Landlord for performance thereof.

5. Special Rights of Lender. In addition to and not in lieu of any other provisions of this Agreement, Lender shall not in any way or to any extent be:

(a) liable for any act or omission of any landlord (including Lender and Landlord) in contravention of any provision of the Lease; or

(b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or

(c) bound by any rent or additional rent that Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or

(d) bound by any agreement, modification, termination or surrender of the Lease made without Lender's consent; or

(e) in any way responsible for any deposit or security that was delivered to Landlord but which was not subsequently delivered to Lender; or

(f) obligated to apply any insurance or condemnation proceeds to the repair or restoration of the Premises.

6. Attornment. Tenant agrees that if Lender acquires title to the Premises as a result of foreclosure of the Security Instrument, exercise of the power of sale thereunder or the acceptance of a deed in lieu of foreclosure, or if Lender obtains control of the Premises pursuant to any other rights, powers or remedies contained in the Security Instrument, any assignment of leases and rents in favor of Lender or the laws of the state in which the Premises are situated, Tenant will, upon request of Lender or any other person or entity succeeding to the interest of Lender as a result of the exercise of any such right, power or remedy, automatically become the lessee or tenant of Lender or such successor in interest, without any change in the terms and provisions of the Lease, and Tenant will, upon request of Lender or said successor in interest, deliver an instrument or instruments, in recordable form, confirming such attornment. Following Lender's exercise of any such remedy, Tenant's sole remedy against Lender or any successor in interest for any act or omission in contravention of any provision of the Lease shall be to cancel the Lease. Neither Lender's acquisition of title to or control of the Premises in the manner aforesaid nor the performing of any of the obligations of Landlord pursuant to the Lease shall be construed as an assumption of said Lease by Lender. Furthermore, upon the happening of any of the above-described events, the Lease between Landlord and Tenant shall be deemed to be modified to include the provisions contained herein, notwithstanding any other provision of said Lease.

7. Representations and Warranties of Tenant. Tenant, in order to induce Lender to enter into this Agreement, hereby affirms that:

(a) Contemporaneously with or prior to the execution of this Agreement, Tenant has delivered or caused to be delivered to Lender a full, true and complete copy of the Lease as amended to date;

(b) the Lease is in full force and effect and has not been modified or amended, except as herein set forth;

(c) no rent has been prepaid under the Lease;

(d) to the best of the knowledge and belief of the undersigned, Landlord is not in default in the performance of any of Landlord's obligations under the Lease; and

(e) Tenant has no present right of offset against any rent due or to become due under the Lease.

8. Notices. All notices, demands or requests, and all responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective when actually received, as evidenced by return receipt or other signature of the receiving party evidencing receipt; provided, however, rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been given shall nevertheless constitute receipt of the notice, demand or request sent. Any such notice if given to Landlord shall be addressed as follows:

Charlotte Pike Redevelopment Group, LLC
Suite 500, First American Center
Knoxville, Tennessee 37501
Attention: William E. McClamroch, III

if given to Lender shall be addressed as follows:

Skandinaviska Enskilda Banken Corporation
245 Park Avenue Corporation
New York, New York 10167
Attention: Magnus Ledjstrom

if given to Tenant shall be addressed as follows:

GAMBRO Healthcare Patient Services, Inc.
1919 Charlotte Pike
Nashville, Tennessee 37203
Attention: Ralph Z. Levy

if given to Guarantor shall be addressed as follows:

COBE Laboratories, Inc.
1185 Oak Street
Lakewood, Colorado 80215
Attention: Herbert S. Lawson

or to such other address in the United States as Landlord, Lender, Tenant or Guarantor may by notice in writing designate for the giving of notices hereunder.

9. Jury Trial Waiver. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTER-CLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN.

10. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Numbered and titled paragraph headings are for convenience of reference only, and neither amplify nor limit the provisions hereof. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which counterparts together shall constitute one and the same instrument.

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

LANDLORD:

CHARLOTTE PIKE REDEVELOPMENT GROUP, LLC

By: _____
Title: Agent Manager

TENANT:

GAMBRO HEALTHCARE PATIENT SERVICES, INC.

By: _____
Title: _____

GUARANTOR:

COBE LABORATORIES, INC.

By: _____
Title: _____

LENDER:

SKANDINAVISKA ENSKILDA BANKEN CORPORATION

By: _____
Title: VP

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

LANDLORD:

CHARLOTTE PIKE REDEVELOPMENT GROUP, LLC

[redacted]

TENANT:

GAMBRO HEALTHCARE PATIENT SERVICES, INC.

By: Herbert A Lawson
Title: Vice President

GUARANTOR:

COBE LABORATORIES, INC.

By: Herbert A Lawson
Title: Vice President & Chief Financial Officer

LENDER:

SKANDINAVISKA ENSKILDA BANKEN CORPORATION

By: [illegible]
Title: VP

STATE OF Tennessee)

COUNTY OF Knox)

BOOK 10383 PG 71

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, William E. McClamrock, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Special Manager of Charlotte Pike Redevelopment Group, LLC, a Tennessee limited liability company, and is authorized by the company to execute this instrument on behalf of the company.

Witness my hand, at office, this 7th day of March, 1997.

Janice C. McMillan
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:

April 29, 1997

BOOK 10383 PG 72

STATE OF Tennessee)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Herbert S. Lawson with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of GAMBRO Healthcare Patient Services, Inc., a Tennessee corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand, at office, this 6th day of March, 1997.

Sharon K. Eads
Notary Public

My Commission Expires:

7/24/99

STATE OF Tennessee)

COUNTY OF Davidson)

BOOK 10383 PG 73

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Herbert S. Lawson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President + CFO of COBE Laboratories, Inc., a Colorado corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand, at office, this 6th day of March, 1997.

Sharon K. Lacles

Notary Public

My Commission Expires:

7/24/99

STATE OF NEW YORK)

COUNTY OF NEW YORK)

BOOK 10383 PG 74

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, MAGNUS LEJDSTROM, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the VICE PRESIDENT of Skandinaviska Enskilda Banken Corporation, a New York Banking Corporation, and is authorized by the bank to execute this instrument on behalf of the bank.

Witness my hand, at office, this 11th day of March, 1997.

Notary Public

My Commission Expires:

PAUL J. ROBIN
NOTARY PUBLIC, State of New York
No. 02RO5028971
Qualified In Putnam County
Term Expires April 25, 1998

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BOOK 10383 PG 75

STATE OF NEW YORK)

COUNTY OF NEW YORK)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, STEFAN HEGNELL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the VICE PRESIDENT of Skandinaviska Enskilda Banken Corporation, a New York Banking Corporation, and is authorized by the bank to execute this instrument on behalf of the bank.

Witness my hand, at office, this 11th day of March, 1997.

Notary Public

My Commission Expires:

PAUL J. ROBIN
NOTARY PUBLIC, State of New York
No. 02RO5028971
Qualified In Putnam County
Term Expires April 25, 1998

0284003

IDENTIFICATION REFERENCE

97 MAR 13 AM 11:44

DAVIDSON COUNTY, TN.

EXHIBIT A

LEGAL DESCRIPTION

Parcel I

BOOK 10383 PG 76

Tract 1

BEING a tract of land situated in the First Civil District of Davidson County, Tennessee, and being Lot No. 1 on the Plan of Peter A. Cartwright's Subdivision of record in Plat Book 57, Page 128, Register's Office for Davidson County, Tennessee, a portion of Division "B" of the Plan of Murphy Land Company Property of record in Plat Book 161, Page 126, said Register's Office, and a portion of Alley No. 900 as closed by Metro Council Bill No. 86-1545, and more particularly described according to a survey prepared by R. L. Montoya-Land Surveying, Inc., dated September 17, 1996, as follows:

BEGINNING at an iron rod in the southerly margin of Charlotte Pike, being the northeast corner of Lot No. 1 of the Peter A. Cartwright's Subdivision and the northwest corner of 1915 Charlotte Developers Property, as of record in Book 7017, Page 860, said Register's Office; thence leaving said margin and running with a common line of said Charlotte Developers Property South 26° 22' 53" East 147.40 feet to a P.K. nail in the north margin of Alley No. 888; thence with said margin South 66° 41' 38" West 59.25 feet to a P.K. nail in the center of Alley No. 900 (closed by Metro Council Bill No. 86-1545); thence with the center of said alley South 26° 14' 54" East 33.99 feet to an iron rod; thence leaving the center of said closed alley 63° 44' 35" West 191.84 feet to an iron rod in the easterly margin of Twentieth Avenue, North, also being the southwest corner of Lot No. 93 of Division "B" of the Plan of Murphy Land Company; thence with said margin North 26° 14' 48" West 229.61 feet to an iron rod being the southerly point of a return curve to the right having a delta of 105° 49' 50", a radius of 15.00 feet, a tangent of 19.84 feet, a length of 27.71 feet, and a chord of North 26° 40' 10" East 23.93 feet to a point in the southerly margin of Charlotte Pike; thence with said margin North 79° 35' 07" East 240.70 feet to the point of beginning containing 51,640 square feet, or 1.19 acres, more or less, according to said survey.

Tract 2

BEING a Perpetual Easement granted by Pinnacle Rehabilitation, Inc. as of record in Book 8741, Page 719, Register's Office for Davidson County, Tennessee, which Perpetual Easement provides in pertinent part that the same shall not merge but shall remain in full force and effect notwithstanding the common ownership of the real property described as Tract No. 1, above.

Being the same property conveyed to Charlotte Pike Redevelopment Group, LLC by deed of record in Book 10227, page 331, Register's Office for Davidson County, Tennessee.

Parcel II

Easement granted by easement agreement by and between George N. Spiva, Trustee and Charlotte Pike Redevelopment Group, LLC, of record in Book 10227, page 345, Register's Office for Davidson County, Tennessee.