

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of the 31st day of July, 2006 by and between **RUDEN, MCCLOSKY, SMITH, SCHUSTER & RUSSELL, P.A.** (the "Escrow Agent"), and **SUNCOAST PROFESSIONAL CENTER, LLC**, a Florida limited liability company (the "Company").

W I T N E S S E T H:

WHEREAS, the Company is proposing to offer a maximum of Eight Million Dollars (\$8,000,000.00) for purchase (the "Offering") on a limited and private basis, (i) to "accredited investors," certain Subordinated Cash Flow Promissory Notes of the Company ("Notes"); and (ii) to "sophisticated persons," Member Interests in the Company ("Member Interests"); on such terms and conditions as set forth in each Subscription Agreement (the "Subscription Agreement") between subscribers of Notes and/or Member Interests (individually, a "Subscriber," and collectively, the "Subscribers") and the Company, the form of which is annexed hereto as Exhibit A;

WHEREAS, the Company desires to provide for the safekeeping of the proceeds of such subscriptions to purchase Notes and/or Member Interests until such time as at least Four Million Dollars (\$4,000,000.00) has been committed by the Subscribers ("Minimum Condition") and such proceeds are released to the Company, or until such time as the Escrow Agent is required to return such proceeds to the subscribers of Notes and Member Interests as hereinafter provided; and

WHEREAS, the Company desires to establish an escrow account in which funds received from Subscribers will be deposited in accordance with the terms and conditions described herein.

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

1. Appointment of the Escrow Agent. The Company hereby appoints the Escrow Agent as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

2. Parties. Each Subscriber that executes and delivers a Subscription Agreement for the purchase of Notes and Member Interests agrees to be bound by the terms hereof in like manner as if such Subscriber had duly executed the same.

3. Receipt and Deposit of Funds. Until the expiration of the "Escrow Period" (as defined in Section 4):

(a) Subscribers will pay the purchase price of Notes and Member Interests by check made payable to "Ruden, McClosky, Smith, Schuster & Russell, P.A. Escrow Account,"

or by wire transfer to the Escrow Account (as hereinafter defined) in accordance with the wire instructions set forth in Annex A attached hereto. The Company will from time to time promptly forward to the Escrow Agent any amounts the Company receives from Subscribers in payment for Notes and/or Member Interests. The Escrow Agent shall deposit all amounts received from or on behalf of Subscribers (“Escrowed Property”) in an escrow account (the “Escrow Account”) which shall be known as the “SUNCOAST PROFESSIONAL CENTER, LLC Escrow Account” to be established for this purpose. The Company shall deliver to the Escrow Agent a statement setting forth the name and address of each Subscriber whose payment is then being forwarded, the social security number or tax identification number of each such Subscriber, the amount received from each such Subscriber and the amount of Notes and/or Member Interests that each such Subscriber has agreed to purchase.

(b) The Company shall provide the Escrow Agent with a copy of the signature page of each Subscription Agreement that has been executed by a Subscriber with respect to which amounts are deposited in escrow hereunder and a copy of each Subscriber’s completed Accredited Investor Status page, where applicable. The Company will notify the Escrow Agent in writing in the event that a subscription has been rejected in whole or in part or in the event that the amount of Notes and/or Member Interests to be sold to a Subscriber has been reduced as a result of over-subscriptions. Upon receipt of any notice of complete rejection, the Escrow Agent shall return to the Subscriber its signed and rejected Subscription Agreement, and promptly following such notice, the amount tendered therewith together with interest earned thereon, if any, or in the case of a partial rejection or reduction in the amount of Notes and/or Member Interests allotted, the appropriate portion of the amount tendered together with interest earned thereon, if any, in each case, without deduction, penalty or expense to the Subscriber. The purchase money returned to each Subscriber shall be free and clear of any and all claims of the Company or any of its creditors.

(c) The minimum investment per Subscriber is, (i) in respect of Notes, One Hundred Thousand Dollars (\$100,000.00) principal amount of Notes; and (ii) in respect of Member Interests, One Hundred Thousand Dollars (\$100,000.00) of Member Interests; or in the case of either Notes or Member Interests, such other minimum and incremental amounts above the minimum as the Managing Member of the Company, in its sole discretion, may determine.

(d) Escrow Agent shall deposit the Escrowed Property in an interest bearing account. The Company has agreed to pay simple interest, at the rate of five percent (5%) per annum, on the Escrowed Property to Subscribers, as more fully described in the form of Subscription Agreement. The Escrow Agent shall have no responsibility with respect to payment of any interest on the Escrowed Property.

4. Escrow Period; Disbursement.

(a) The escrow period (the “Escrow Period”) shall begin on the date hereof and shall terminate upon the earlier to occur of the following:

(i) The date the Company certifies to Escrow Agent that the Minimum Condition has occurred, whereupon the Escrowed Property, at Company's request, shall be disbursed by Escrow Agent to the Company; or

(ii) The date of the expiration of the Offering at 5:00 p.m., the same being: (A) September 15, 2006 (as such date may be extended by the Company for up to 120 additional days upon written notice to Escrow Agent); or (B) such earlier date upon which a determination is made by the Company to terminate the Offering; in either case, whereafter the Escrowed Property shall be disbursed by the Escrow Agent to the Subscribers whose subscription proceeds comprise the Escrowed Property.

(b) In the event that, before the expiration of the Escrow Period, the Escrow Agent shall have received written advice from the Company that the funds of named Subscribers should be returned to such Subscribers at the addresses specified in the written advice, the Escrow Agent shall return all or the specified part of the funds deposited for the account of each Subscriber promptly following receipt of such notice together with interest, if any, accrued thereon, and the Escrow Agent shall have no further liability to the Company or the Subscribers in respect of the Subscribers so identified in such written advice. If by 5:00 p.m. on the day set forth in Section 4(a)(ii)(A) hereof (or such later date to which the Offering is extended by the Company in accordance with the Subscription Agreement) the Escrow Agent has not received notice from the Company as to the satisfaction of the Minimum Condition, the Escrow Agent shall return to each Subscriber by check all funds deposited by or for the account of such Subscriber with the Escrow Agent together with interest, if any, accrued thereon.

(c) In the event that, before the expiration of the Escrow Period, the Escrow Agent shall resign, the Company shall appoint a successor escrow agent, which is a recognized law firm, accounting firm or financial institution. The Escrow Agent shall deliver the Escrowed Property to such successor escrow agent as may be specified by the Company in writing, whereupon such successor escrow agent shall succeed to all rights and obligations of the Escrow Agent hereunder. In the event that the Company fails to appoint a successor escrow agent by the effective date of Escrow Agent's resignation, the Escrow Agent may deliver the Escrowed Property to a court of competent jurisdiction.

(d) During the Escrow Period, the Company is aware and understands that it is not entitled to any funds received into escrow and no amounts deposited in the Escrow Account shall become the property of the Company or any other entity or be subject to the debts of the Company or any other entity.

(e) All funds that the Escrow Agent is required to distribute to Subscribers pursuant to the terms hereof shall be paid by check mailed to each such Subscriber via first class mail at its respective address provided in the Subscription Agreement signed by such Subscriber.

(f) If, at any time after the receipt by the Escrow Agent of any check pursuant to this Agreement, the Escrow Agent informs the Company that such check has been entered for collection by it hereunder and is uncollectible and payment of the funds represented by such check has been made to the Company pursuant to the terms of this Agreement, then the

Company shall immediately reimburse the Escrow Agent for such payment, and the Escrow Agent shall deliver the returned check (or a facsimile thereof if such returned check is lost or destroyed) to the Company; provided, however, that nothing contained herein shall require the Escrow Agent to pay out funds which it has reason to believe are uncollectible.

5. Termination of Obligations.

(a) The obligations of the Escrow Agent hereunder will terminate on the earliest to occur of (i) the date on which all of the funds deposited in the Escrow Account have been released and disbursed as provided in Section 4 hereof, or (ii) the effective date of the resignation or termination of the Escrow Agent pursuant to Section 7(g) hereof.

(b) Irrespective of the date on which the obligations and liabilities of the Escrow Agent hereunder shall be terminated, the rights of the Escrow Agent and the obligations of the other parties hereto under Sections 6 and 7 hereof shall survive such termination.

6. Compensation of Escrow Agent. The Escrow Agent shall be paid by Company its standard hourly rates for acting as escrow agent, in addition to the indemnification provided herein and reimbursement of its expenses. The Escrow Agent shall send the Company an invoice setting forth all fees and expenses incurred by the Escrow Agent in accordance with its normal billing practices. However, no reimbursement for costs and expenses, indemnification for any damages incurred by the Escrow Agent, or any monies whatsoever shall be paid out of or chargeable to the funds on deposit in the Escrow Account, except as provided in Section 7(j) hereof.

7. Exculpation and Indemnification of Escrow Agent. It is understood and agreed that:

(a) The duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrowed Property and other moneys held by the Escrow Agent in accordance with this Agreement;

(b) The Escrow Agent is under no duty to enforce payment of the Escrowed Property or the purchase price for Notes and Member Interests;

(c) The Escrow Agent is under no duty to accept instructions from any person other than the Company and then only to the extent and in the manner provided in this Agreement;

(d) The Escrow Agent shall be protected in acting upon any notice, opinion, request, instruction, certificate, approval, consent, or other instrument believed by it to be genuine and to be signed by the proper party or parties, and, in the case of notice, request, or instruction required hereunder, to be given by the Company, shall be protected in acting upon such instrument if given by the Company in the manner provided in this Agreement;

(e) The Escrow Agent shall be indemnified and held harmless by the Company against any claim made against it by reason of its acting or failing to act in connection with any of the transactions contemplated hereby and against any loss, liability, or expense, including the expense of defending itself against any claim of liability it may sustain in carrying out the terms of this Agreement, except such claims which are occasioned by its bad faith, gross negligence, or willful misconduct; provided, however, that promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit, or proceeding, the Escrow Agent shall, if a claim in respect thereof is to be made against the Company, notify the Company in writing; and; provided, further, that the Company shall be entitled, at its own expense, to participate in or assume the defense of any such action, suit, or proceeding;

(f) The Escrow Agent shall have no liability or duty to inquire into the terms and conditions of the closing in the Subscription Agreement and the transactions contemplated thereby, its duties under this Agreement being purely ministerial in nature;

(g) The Escrow Agent shall have the right, at any time, to resign hereunder by giving written notice of its resignation to the Company and the Subscribers at their respective addresses set forth above at least ten (10) business days before the date specified for such resignation to take effect. Upon the effective date of such resignation the Escrow Agent's obligations hereunder shall cease and terminate upon (x) the delivery of the Escrowed Property as described in Section 4 hereof, or, (y) if the Escrow Agent is in its sole determination unable to deliver such funds either because it has not received written instructions from the Company or because of a dispute between the Company, the Subscribers or others regarding entitlement to the Escrowed Property, the delivery of the Escrowed Property in accordance with the directions of a final order or judgment of a court of competent jurisdiction;

(h) Following the termination of the Escrow Agent's obligations under this Agreement the provisions of subsection (e) of this Section 7 shall remain in full force and effect;

(i) The Escrow Agent shall not be bound or in any way affected by any notice of any modification, cancellation, abrogation or rescission of this Agreement, or of any fact or circumstance affecting or alleged to affect the rights or liabilities of the parties hereto other than as in this Agreement set forth, or affecting or alleged to affect the rights and liabilities of any other person, unless such modification, cancellation, abrogation, rescission, fact or circumstance is signified to it in writing, delivered to the Escrow Agent, signed by all the parties to this Agreement and, in the case of a modification, unless such modification shall be satisfactory to, and assented to in writing by, the Escrow Agent;

(j) The Escrow Agent shall be vested with a lien on all Escrowed Property held hereunder which is deliverable to the Company under the terms of this Agreement, for indemnification, attorneys' fees, court costs arising from any suit, interpleader or otherwise, or other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between the Company and/or any third party as to the correct interpretation of this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instruments aforesaid and without

the necessity of instituting any action, suit or proceeding, to hold the Escrowed Property until and unless said additional expenses, fees and charges shall be fully paid;

(k) Have no liability or duty to inquire into the terms and conditions of the Offering materials, its duties under this Agreement being purely ministerial in nature;

(l) The Escrow Agent shall have the right to utilize the services of Ruden, McClosky, Smith, Schuster & Russell, P.A., as its attorneys and same shall not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorney's fees for the services of such attorneys as set forth in this Escrow Agreement;

(m) In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Property, the Escrow Agent shall at its option, either (1) tender the Escrowed Property to the registry of the appropriate court, or (2) disburse the Escrowed Property in accordance with the court's ultimate disposition of the case, and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels; and

(n) In the event Escrow Agent tenders the Escrowed Property to the registry of the appropriate court and files an action of interpleader naming the Company and any affected third parties of whom Escrow Agent has received actual notice, the Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Company hereby indemnifies and holds Escrow Agent harmless from and against any damages or losses arising in connection therewith including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

8. Notices. Except as provided to the contrary in this Agreement, all requests, notices, or other communications hereunder to the Escrow Agent, the Company or the Subscribers shall be given either (i) by registered or certified mail, postage prepaid or (ii) by hand delivery in a sealed envelope with a manual receipt given by or on behalf of the addressee, in each case, to the following addresses or such other address as the parties hereto shall designate to the others by notice given in accordance with this Section 8:

If to Escrow Agent: Ruden, McClosky, Smith, Schuster & Russell, P.A.
Attention: Michael H. Krul, Esq.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, Florida 33301
Telephone: (954) 527-2406
Facsimile: (954) 333-4006

If to Company: Suncoast Professional Center, LLC
Attention: David Ortiz
c/o Global of Suncoast, LLC
17160 Royal Palm Blvd., Suite 2
Weston, FL 33326
Telephone: (954) 515-0040
Facsimile: (954) 515-0038

If to Subscriber: At the address and number set forth on the Subscription Agreement of such Subscriber on the signature page thereof.

Notices also will be deemed conclusively received if sent via facsimile so long as receipt is confirmed by any authorized officer by telephone or other method described in this Section.

9. Miscellaneous.

(a) Nothing in this Agreement is intended to or shall confer upon anyone other than the parties hereto any legal or equitable right, remedy, or claim.

(b) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

(c) This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Florida.

(d) This Agreement may be amended or modified only in a writing signed by each of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Escrow Agreement as of the date and year first written above.

COMPANY:

SUNCOAST PROFESSIONAL CENTER, LLC, a Florida limited liability company

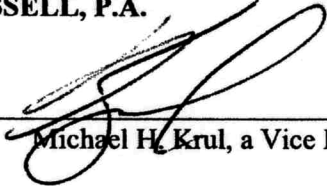
By: **GLOBAL OF SUNCOAST, LLC**, as its Managing Member

By: 

David Ortiz, Manager

ESCROW AGENT:

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

By: 

Michael H. Krul, a Vice President

ANNEX A

RUDEN, McCLOSKY, SMITH, SCHUSTER & RUSSELL, P.A.

200 East Broward Boulevard, 15th Floor

P. O. Box 1900 (33302)

Fort Lauderdale, Florida 33301

Attention: Michael H. Krul, Esq.

FAX: 954-333-4006

Wiring Instructions:

Wachovia Bank, NA

Jacksonville, Florida

ABA Number: 0630-00021

Credit Account of: Ruden, McClosky, Smith, Schuster & Russell, P.A. Trust Account
Suncoast Professional Center, LLC Escrow Account

Account Number: 2199200004566

Reference: 55977-0001 (Suncoast / MHK)

Notify: Miriam Cruz (telephone number: 954-527-6226) &
Michael H. Krul, Esq. (telephone number: 954-527-2406)

Exhibit A

Form of Subscription Agreement

See attached.