

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS, RULES AND REGULATIONS. THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER SAID ACT AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE BORROWER THAT SUCH REGISTRATION IS NOT REQUIRED.

SUBORDINATED CASH FLOW PROMISSORY NOTE

Principal Amount: \$ _____ .00 USD
Record Note No. _____

Date: _____, 2006
Maturity Date: [May 1, 2010]

FOR VALUE RECEIVED, the undersigned, SUNCOAST PROFESSIONAL CENTER, LLC, a Florida limited liability company ("Borrower"), promises to pay to the holder hereof as registered in the Company's records ("Lender"), at Lender's residence as reflected in the "Operating Agreement" (hereafter defined), or at such other place or places as the holder of this Promissory Note ("Note") from time to time may designate to Borrower in writing, the principal amount set forth above in lawful money of the United States (the "Loan"), together with interest, if payable as set forth below, at the applicable annual interest rate set forth below, to be computed on the basis of the actual number of days elapsed and a year of 365 days.

1. **PAYMENTS.** If there is a "Property Closing" (as defined in Paragraph 1(d) hereof), Borrower shall pay the "Interest" (as defined in Paragraph 3 hereof) and principal of this Note as follows, but solely from, and to the extent of, "Available Cash" and "Net Proceeds of a Capital Transaction," as each of such terms are defined in the Operating Agreement of Borrower entered into by and among Borrower and its members, dated as of the ____ day of _____, 2006 ("Operating Agreement"):

(a) Interest shall commence to accrue as of the later of the day of this Note or the day after the Property Closing (or such earlier date as may be determined by the Company in writing). Interest shall be payable monthly, commencing on the first (1st) day of the month immediately following the date of the Property Closing, and continuing on the first (1st) day of each month thereafter until the date on which the entire unpaid principal balance on this Note is paid in full, but such payments shall be made only to the extent there is money available to make distributions of Available Cash or distributions of Net Proceeds from Capital Transactions under either Section 4.01(a)(i) or Section 9.02(a)(iv) of the Operating Agreement.

(b) The entire unpaid principal balance on this Note, together with accrued and unpaid Interest, if any, shall be due and payable on the Maturity Date (or earlier pursuant to Paragraph 1(d) hereof, if applicable). Prior to the Maturity Date, to the extent Borrower has cash available to make distributions of Available Cash or distributions of Net Proceeds of a Capital Transaction pursuant to the Operating Agreement, Section 4.01(a)(ii) or Section 9.02(a)(v),

Borrower shall apply such distributions to make prepayments of principal, which prepayments shall not be subject to any premium or limitation as to amount.

(c) Borrower shall not, without Lender's consent, modify the definitions of "Available Cash" or "Net Proceeds of a Capital Transaction," as presently set forth in the Operating Agreement, or the priority of the distributions under Sections 4.01(a)(i)-(ii) or 9.02(a)(iv)-(v) of the Operating Agreement from the priorities established in the Operating Agreement as of the date hereof, in any manner that would adversely impact the timing or amount of payments to Lender.

(d) Notwithstanding anything to the contrary in this Note, Lender acknowledges that Lender has received and reviewed the Operating Agreement, and agrees that the funds acquired by Borrower pursuant to the Loan and this Note are to be used in furtherance of the Borrower's business, which includes purchasing certain real property described in the Operating Agreement ("Property"). In the event the Borrower fails to consummate the acquisition of the Property ("Property Closing") on or before February 1, 2007, or such later date as consented to by holders of a majority of the aggregate principal amount of all Notes of this series (as described in Paragraph 4 hereof), or any other time that the Borrower's managing member determines in its sole discretion that a Property Closing will not occur for any reason whatsoever, (i) Borrower shall dissolve and return the Loan amount to Lender, without Interest, (ii) all Borrower's obligations under the Loan and this Note shall be deemed satisfied in full, and (iii) the Loan and this Note shall become immediately null and void *ab initio*, and of no further force or effect.

2. SUBORDINATION. The indebtedness evidenced by this Note shall be subordinate and junior in right of payment to all indebtedness of Borrower, whether for money borrowed, property mortgaged, construction financed, owed to factors or other financial intermediaries, incurred as trade payables or otherwise incurred by Borrower, whether outstanding on the date hereof or incurred after the date hereof, as follows (such indebtedness of Borrower to which this Note is subordinate and junior being sometimes hereinafter referred to as "Superior Indebtedness"): in the event of any insolvency or bankruptcy proceedings (and any receivership, liquidation, reorganization or other similar proceedings in connection therewith) relative to Borrower, its creditors or its property, all principal of, premium, if any, or interest on all Superior Indebtedness shall first be paid in full, or such payment shall be provided for, before any payment on account of principal, premium, if any, or interest shall be made upon the indebtedness evidenced by this Note, and in any such proceedings any payment or distribution of any kind or character, whether in cash, securities or other property, which may be payable or deliverable in respect of this Note shall be paid or delivered directly to the holders of Superior Indebtedness for application in payment thereof, unless and until such Superior Indebtedness shall have been paid and satisfied in full or such payment and satisfaction shall have been provided for. No present or future holder of Superior Indebtedness shall be prejudiced in its right to enforce subordination of this Note by any act or failure to act on the part of Borrower. The provisions of this Paragraph are solely for the purpose of defining the relative rights of the holders of Superior Indebtedness on the one hand, and the holder of this note on the other hand, and nothing herein shall impair, as between Borrower and the holder of this Note, the obligation of Borrower, which is unconditional and absolute, to pay to the holder hereof the principal, premium, if any, and interest hereon, nor shall anything herein prevent the holder of this Note from exercising all remedies otherwise permitted by applicable law, subject to any rights under

this Paragraph of holders of Superior Indebtedness to receive cash, securities or other property otherwise payable or deliverable to the holder this Note.

3. INTEREST RATE. The unpaid principal balance of the Loan shall bear simple interest at an annual rate of sixteen percent (16%) ("Interest").

4. NOTE SERIES; PAYMENTS; PREPAYMENT. This Note is one of a series of Subordinated Promissory Notes of like tenor, issued by the Borrower pursuant to the terms and provisions of the Operating Agreement. This Note may be prepaid in whole or in part, at any time or from time to time, without penalty. Borrower shall pay all amounts owing under this Note in full when due without set-off, counterclaim, deduction or withholding. If any payment falls due on a day other than a day on which banks in Florida are generally open for business (a "Business Day"), then such payment shall instead be made on the next succeeding Business Day, and interest shall accrue accordingly. If Borrower elects to prepay less than all of the indebtedness evidenced by all the then issued and outstanding notes of this series, Borrower will pay to the holder of this Note the same proportion of principal or interest of the indebtedness evidenced by this Note that Borrower may at that time pay to the holder of any other issued and outstanding Note of this series.

5. MAXIMUM INTEREST RATE. In no event shall any agreed or actual exaction charged, reserved or taken as an advance or forbearance by Lender as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection, and Lender hereby waives any right to demand such excess. In the event that the interest provisions of this Note or any exactions provided for in this Note shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall be automatically reduced to such limit and all sums received by Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Lender's receipt thereof, with the same force and effect as though the payer had specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments. During any time that the Loan bears interest at the maximum lawful rate (whether by application of this Paragraph, the Default Rate provisions of Paragraph 7 of this Note or otherwise), interest shall be computed on the basis of the actual number of days elapsed and the actual number of days in the respective calendar year.

6. EVENTS OF DEFAULT. The entire unpaid principal balance of the Loan, together with all unpaid interest accrued thereon and all other sums owing under this Note, shall at the option of Lender become immediately due and payable without notice, demand or presentment to Borrower, upon the occurrence of any one or more of the following events ("Events of Default"), regardless of the cause thereof and whether within or beyond the control of Borrower: (a) the failure of Borrower to pay any sum due and payable, as described in Paragraph 1 hereof, under this Note on or before thirty (30) days after the date such sum becomes due and payable; (b) the failure of Borrower to duly perform, comply with and abide by the stipulations, conditions and covenants of Borrower contained in this Note; (c) the dissolution, merger, consolidation or termination of existence of Borrower, or the failure, cessation or liquidation of the Borrower's business; (d) if Borrower declares in writing its intention not to

perform any obligations under this Note as and when the same become due; (e) the sale for cash of all or substantially all of any of Borrower's assets; (f) if any order or decree is rendered by a court appointing or requiring the appointment of a receiver, liquidator or trustee for Borrower, and the order is not vacated within one hundred twenty (120) days thereof; (g) if any order or decree is rendered by a court adjudicating Borrower insolvent, and the order or decree is not vacated within one hundred twenty (120) days thereof; or (h) if Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervener or trustee for Borrower or a substantial part of Borrower's assets, or if Borrower shall commence any proceeding under any bankruptcy, arrangement, readjustment or debt, dissolution or liquidation under any law or statute of any jurisdiction, whether now or hereinafter in effect.

7. DEFAULT RATE. Upon an Event of Default or maturity of this Note, the unpaid indebtedness then evidenced by this Note shall thereafter bear interest at the rate of eighteen percent (18%) per annum (the "Default Rate").

8. WAIVER AND CONSENT. Borrower: (a) waives demand, presentment, protest, notice of dishonor, suit against or joinder of any other person, and all other requirements necessary to charge or hold Borrower liable with respect to the Loan; and (b) waives any right to immunity from any such action or proceeding and waives any immunity or exemption of any property, wherever located, from garnishment, levy, execution, seizure or attachment prior to or in execution of judgment, or sale under execution or other process for the collection of debts.

9. COSTS, INDEMNITIES AND EXPENSES. Borrower agrees to pay all filing fees and similar charges and all costs incurred by Lender in collecting or securing or attempting to collect or secure the Loan and such right shall extend beyond the entry of a final, non-appealable judgment of a court of competent jurisdiction ("Final Judgment") including attorneys' fees, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings. Such entitlement or attorneys' fees shall not merge with the entry of a Final Judgment and shall continue postjudgment unless and/or until any and all indebtedness due Lender is fully satisfied. Borrower agrees to pay any documentary stamp taxes, intangible taxes or other taxes (except for federal or Florida franchise or income taxes based on Lender's net income) which may now or hereafter apply to this Note or the Loan, and Borrower agrees to indemnify and hold Lender harmless from and against any liability, costs, attorneys' fees, penalties, interest or expenses relating to any such taxes, as and when the same may be incurred. Borrower agrees to pay Lender any and all attorneys' and paralegals' fees at all pre-trial, trial and appellate levels in respect of any litigation or collection efforts based hereon, or arising out of, or related hereto whether, under or in connection with this Note and/or any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party.

10. GOVERNING LAW; VENUE. This Note shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof. Agreed upon venue, to the extent permitted by law, shall be Broward County, Florida. Each party consents to the jurisdiction of the federal courts of the United States located in the Southern District of the State of Florida and the state courts of the State of Florida located in Broward County, Florida.

11. INVALIDITY. Any provision of this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent that Borrower may lawfully waive any law that would otherwise invalidate any provision of this Note, Borrower hereby waives the same, to the end that this Note shall be valid and binding and enforceable against it in accordance with all of its terms.

12. INTERPRETATION. The term "Lender" shall be deemed to include any subsequent holder(s) of this Note. Whenever used in this Note, the term "person" means any individual, firm, corporation, trust or other organization or association or other enterprise or any governmental or political subdivision, agency, department or instrumentality thereof. Whenever used in this Note, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders, all as may be appropriate. Captions and paragraph headings in this Note are for convenience only and shall not affect its interpretation.

13. ASSIGNMENT. The initial Lender, and each subsequent Lender, if any, may not assign, sell or otherwise transfer any rights or obligations under this Note in any manner whatsoever without the prior written consent of Borrower, which consent may be withheld at Borrower's sole discretion. By receipt hereof, Lender acknowledges that Borrower may impose a reasonable fee in connection with providing any such consent to assignment.

14. LENDER REPRESENTATION. By accepting this Note, Lender represents to Borrower that (i) this Note, insofar as it may be considered a "security" under the Securities Act of 1933, as amended, has been acquired by Lender for its own account, for investment only, and not with a view to distribution, or in connection with a public offering or public sale of securities, and (ii) Lender did not acquire this Note through the efforts of any brokers or other person.

15. MISCELLANEOUS. Time shall be of the essence with respect to the terms of this Note. This Note cannot be changed or modified orally. This Note may be prepaid in whole or in part at any time without penalty. Except as otherwise required by law or by the provisions of this Note, payments received by Lender hereunder shall be applied first against expenses and indemnities, next against interest accrued on the Loan, and next in reduction of the outstanding principal balance of the Loan, except that during the continuance of any Event of Default, Lender may apply such payments in any order of priority determined by Lender in its exclusive judgment. Borrower shall receive credit on payments after clearance. Except as otherwise required by the provisions of this Note, any notice required to be given to Borrower shall be deemed sufficient if made personally or if mailed, postage prepaid, to such Borrower's address as it appears in this Note (or, if none appears, to any address for Borrower then registered in Lender's records). All of the terms of this Note shall inure to the benefit of Lender and its heirs, executors, administrators, personal representatives, successors and assigns, and shall be binding upon Borrower and its successors and assigns, jointly and severally.

16. NON-RECOURSE OBLIGATION. Lender acknowledges that, notwithstanding any provision of this Note to the contrary, Borrower's obligations to pay principal, interest or any other sums that may become due hereunder shall be payable solely from Available Cash and

Net Proceeds of a Capital Transaction, in the amounts, and subject to the priorities, set forth in the Operating Agreement.

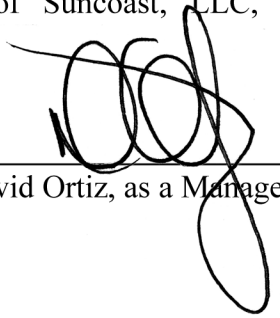
The failure of this Note to be notarized shall not affect the validity of this Note. This Note is signed, sealed and delivered as of the date first written above.

THE MONEY RECEIVED BY BORROWER IN EXCHANGE FOR THIS NOTE IS BEING USED FOR A BUSINESS OR COMMERCIAL PURPOSE.

BORROWER:

SUNCOAST PROFESSIONAL CENTER, LLC, a Florida limited liability company

By: Global of Suncoast, LLC, as Managing Member

By: 
_____ David Ortiz, as a Manager