

Name of Subscriber: _____

THE NOTES AND MEMBER INTERESTS REFERENCED IN THIS AGREEMENT WILL BE ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT PURSUANT TO APPLICABLE EXEMPTIONS OR, AS TO THE MEMBER INTERESTS, BECAUSE THE COMPANY DOES NOT DEEM SUCH INTERESTS TO BE SECURITIES. WITHOUT SUCH REGISTRATION, SUCH NOTES AND, IF SECURITIES, MEMBER INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY'S MANAGING MEMBER THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MANAGING MEMBER OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE MANAGING MEMBER AND/OR THE COMPANY'S COUNSEL TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF MEMBER INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE COMPANY'S OPERATING AGREEMENT.

SUNCOAST PROFESSIONAL CENTER, LLC

NOTE AND MEMBER INTEREST SUBSCRIPTION AGREEMENT

THIS NOTE AND MEMBER INTEREST SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of the date of the last signature shown on the signature page hereof, by and between the undersigned ("Subscriber") identified on the signature page of this Agreement and Suncoast Professional Center, LLC, a Florida limited liability company (the "Company").

RECITALS:

A. The Company is offering for purchase (the "Offering") on a limited and private basis, a maximum of Eight Million Dollars (\$8,000,000.00) ("Maximum Offering Amount") in the aggregate, and in any combination, of (i) Subordinated Cash Flow Promissory Notes (the "Notes"); and (ii) Member Interests in the Company, other than as managing member (the "Member Interests"), as such Member Interests shall be described in the Operating Agreement of the Company to be entered into by and among the Company, Global of Suncoast, LLC, as managing member of the Company ("Managing Member"), and each of the subscribers for Member Interests hereunder whose subscriptions are accepted (the "Operating Agreement").

B. The Offering of the Notes is limited to "Accredited Investors," as such term is defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act"). Subscribers for Notes must purchase a minimum of One Hundred Thousand Dollars (\$100,000.00) principal amount of Notes and may purchase in any denomination of Five Thousand Dollar (\$5,000.00) increments in

excess thereof, or in such other minimum and incremental amounts above the minimum as the Managing Member, in its sole discretion, may elect to accept. Each Note will be issued for the par value thereof, with no discount or premium.

C. The Offering of the Member Interests is limited to investors who fit the criteria under Rule 506(b)(2)(ii) under the Securities Act (“Sophisticated Investors”). Subscribers for Member Interests must subscribe for a minimum of One Hundred Thousand Dollars (\$100,000.00) of Member Interests or increments of Five Thousand Dollars (\$5,000.00) above that amount, or in such other minimum or increments as the Managing Member, in its sole discretion, may determine. Subscribers for Member Interests, in the aggregate, will own a fifty-five percent (55%) Member Percentage in the Company, each Subscriber to be issued a Member Percentage based upon the Capital Contribution to the Company made by the Subscriber in proportion to the Capital Contributions made by all the Subscribers, as more fully described in the Operating Agreement.

The form of Note is attached hereto as Exhibit A and the form of Operating Agreement is attached hereto as Exhibit B. *Please review the form of Note and Operating Agreement in their entirety.* Only subscribers for Member Interests are required to execute the Operating Agreement.

D. The Managing Member’s affiliate has entered into a contract (“Purchase Contract”) to purchase approximately 15.6 acres of vacant real property located in unincorporated Pasco County, Florida (the “Property”) for approximately Eight Million Three Hundred Twenty-Five Thousand Dollars (\$8,325,000.00). The Managing Member will cause the Purchase Contract to be assigned to the Company. It is estimated that the Company’s business plan will take approximately forty-eight (48) months to complete once the Property is acquired and is expected to be completed in two (2) phases. The business plan is generally to raise up to the Maximum Offering Amount, obtain financing (in addition to the sale of Notes and issuance of Member Interests), acquire the Property, obtain all necessary governmental approvals, construct and develop medical and office improvements on the Property and sell the improvements as buildings or units. The exact development uses have not yet been determined.

E. The Offering Period for the Offering has commenced and will end on September 15, 2006 at 5:00 p.m. EST, unless extended by the Company for up to an additional one hundred twenty (120) days (the “Offering Period”). The subscription proceeds will be held in escrow pursuant to the Company’s Escrow Agreement with the law firm of Ruden, McClosky, Smith, Schuster & Russell, P.A. dated as of July 31, 2006 (the “Escrow Agreement”), a copy of which has been provided to the Subscriber. Except as may be otherwise provided in this Agreement, all investment earnings on subscription proceeds shall inure to the benefit of the Company. By execution hereof, each Subscriber agrees to be bound to the terms and conditions of the Escrow Agreement to the same extent as if the Subscriber had separately executed the Escrow Agreement. The escrowed proceeds will only be released to the Company if the Company receives and accepts subscriptions for Notes and Member Interests yielding an aggregate amount in gross subscription proceeds of at least Four Million Dollars (\$4,000,000.00) (the “Minimum Condition”).

F. The Company will first accept subscriptions for Notes and Member Interests after the Minimum Condition is satisfied. Thereafter, the Company may accept additional subscriptions, in the aggregate not to exceed the Maximum Offering Amount, until the end of the Offering Period.

Closings of sales of Notes and Member Interests following satisfaction of the Minimum Condition will occur periodically on one or more business days that are designated by the Managing Member, in its sole discretion. The final closing will occur not more than sixty (60) days following the end of the Offering Period or earlier termination of the Offering if all the offered Notes and Member Interests have been subscribed for. Prior to the Property Closing (as defined in Paragraph H below), or such earlier date that the Notes begin accruing stated interest and the Member Interests begin accruing preferred returns, the Subscriber's subscription proceeds which are accepted by the Company will earn simple interest at a rate of five percent (5%) per annum, to be paid by the Company to the Subscriber after the Property Closing, as described in more detail for Subscribers for Member Interests in the Operating Agreement; provided, however, that if a Property Closing does not occur on or before February 1, 2007, then no such interest shall be earned or paid on any subscription proceeds. You will be notified of the satisfaction or failure of the Minimum Condition, the acceptance or rejection in whole or part of your subscription and, if your subscription is accepted in whole or part and the Minimum Condition is satisfied, the date of your closing. Promptly after each closing, among other events, the Company will execute and deliver an Operating Agreement to each Subscriber for Member Interests whose subscription is accepted, and will execute and deliver a Note to each Subscriber for Notes whose subscription is accepted.

G. If the Minimum Condition is not satisfied on or before the end of the Offering Period, (i) the Company shall dissolve and return the Subscriber's subscription proceeds, with interest earned thereon, if any, to the Subscriber, (ii) this Subscription shall become immediately null and void, and of no further force or effect, and (iii) any Notes or Member Interests acquired by Subscriber shall become null and void *ab initio*, and of no further force or effect.

H. If the Company has one or more closings of acceptances in the Offering but thereafter fails to consummate the acquisition of the Property ("Property Closing") on or before February 1, 2007, or such earlier or later date as described in the Operating Agreement and the Note, (i) the Company shall dissolve and return the Subscriber's subscription proceeds, interest earned thereon, if any, to the Subscriber, (ii) this Subscription shall become immediately null and void, and of no further force or effect, and (iii) any Notes or Member Interests acquired by Subscriber shall become null and void *ab initio*, and of no further force or effect.

I. EACH SUBSCRIBER MAY SUBSCRIBE FOR EITHER NOTES, MEMBER INTERESTS, OR BOTH. HOWEVER, ONLY ACCREDITED INVESTORS, AS REFLECTED IN PARAGRAPH 10 HEREOF, MAY SUBSCRIBE FOR NOTES, AND ONLY ACCREDITED INVESTORS OR SOPHISTICATED INVESTORS, AS REFLECTED IN PARAGRAPH 11 HEREOF, MAY SUBSCRIBE FOR MEMBER INTERESTS.

AGREEMENT:

NOW, THEREFORE, the Subscriber hereby agrees as follows:

1. Subscription. The Subscriber hereby irrevocably subscribes for and agrees to purchase, (a) the principal amount of Notes; and/or (b) the Member Interests issuable for the Capital Contribution, in each case as indicated on the signature page of this Agreement:

(i) **By wire transfer to:**

WACHOVIA BANK, N.A.
Jacksonville, Florida
ABA Number: 0630-00021
Credit Account: Ruden, McClosky, et al., Trust Account
Suncoast Professional Center, LLC Escrow Account
Acct. Number: 2199200004566
Reference: 55977-0001 (Suncoast / MHK)
Notify: Miriam Cruz (954) 527-6226
Michael H. Krul, Esq. (954) 527-2406; or

(ii) **By check payable to “Ruden, McClosky, Smith, Schuster & Russell, P.A., Escrow Account,”** delivered to Ruden, McClosky, Smith, Schuster & Russell, P.A., as Escrow Agent (“Escrow Agent”), at 200 East Broward Boulevard, P.O. Box 1900, Fort Lauderdale, FL, 33302, Attn: Michael H. Krul, Esq.

In the event a Subscriber indicates, on the signature page hereof, that it is subscribing for both Notes and Member Interests and the amount of money received from such Subscriber by the Company or the Escrow Agent is less than the aggregate amount of the Subscription for Notes and Member Interests, then the Company may apply the amounts received toward the Subscription for Notes and/or Member Interests, as the Managing Member, in its sole discretion, determines.

2. Acceptance of Subscription. Subscriber understands and agrees that this Subscription may be rejected, as to the Notes and/or Member Interests, in whole or in part by the Company at anytime in its sole discretion. If the Subscription is accepted, either as to Notes and/or Member Interests, in whole or in part, the Company will notify Subscriber of same and will notify Subscriber of the scheduled date of closing. If the Subscription is rejected in full, all funds received from the Subscriber will be returned with interest earned thereon, if any, and, thereafter, this Agreement shall be of no further force or effect. If the Subscription is accepted in part, either as to Notes and/or Member Interests, all funds received from the Subscriber for Notes and/or Member Interests not accepted by the Company will be returned with interest earned thereon, if any.

3. Subscriber's Acknowledgment of Restrictions on Transfer; No Right to Require Registration. THE UNDERSIGNED SUBSCRIBER UNDERSTANDS THE OFFER AND SALE OF THE NOTES AND MEMBER INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, ANY STATE SECURITIES OR "BLUE SKY" LAWS, OR ANY RULES OR REGULATIONS PROMULGATED THEREUNDER (COLLECTIVELY, "SECURITIES LAWS") PURSUANT TO APPLICABLE EXEMPTIONS AND, AS TO THE MEMBER INTERESTS, BECAUSE THEY ARE NOT INTENDED TO BE SECURITIES. WITHOUT SUCH REGISTRATION, SUCH NOTES AND MEMBER INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGING MEMBER AND/OR THE COMPANY'S COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MANAGING MEMBER OF SUCH OTHER EVIDENCE AS MAY BE

SATISFACTORY TO THE MANAGING MEMBER AND/OR THE COMPANY'S COUNSEL TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

ADDITIONALLY, THE SUBSCRIBER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR THE MANAGING MEMBER IS OBLIGATED TO REGISTER THE NOTES OR MEMBER INTERESTS UNDER THE SECURITIES LAWS. SUBSCRIBER FURTHER UNDERSTANDS THAT THE TRANSFER OF THE NOTES IS, AND THE TRANSFER OF THE MEMBER INTERESTS MAY BE, SUBSTANTIALLY RESTRICTED BY THE SECURITIES LAWS AND BY THE ABSENCE OF A TRADING MARKET THEREFOR, AND THE TRANSFER OF THE MEMBER INTERESTS IS ADDITIONALLY RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT; THAT NO TRADING MARKET FOR THE NOTES OR MEMBER INTERESTS EXISTS AND NONE IS EXPECTED TO DEVELOP, AND THAT ANY SALE OR OTHER DISPOSITION OF THE NOTES OR MEMBER INTERESTS MAY RESULT IN UNFAVORABLE TAX CONSEQUENCES TO SUBSCRIBER. THE SUBSCRIBER ACKNOWLEDGES THAT THE RESTRICTIONS ON THE TRANSFERABILITY OF THE MEMBER INTERESTS ARE SUBSTANTIAL AND MAY REQUIRE THE SUBSCRIBER TO HOLD THE MEMBER INTERESTS INDEFINITELY. IN ADDITION, SUBSCRIBERS FOR MEMBER INTERESTS UNDERSTAND THAT, AS PROVIDED IN THE OPERATING AGREEMENT, MEMBERS OF THE COMPANY OTHER THAN THE MANAGING MEMBER MAY BE REQUIRED FROM TIME TO TIME TO MAKE ADDITIONAL CAPITAL CONTRIBUTIONS TO THE COMPANY, AND IF A MEMBER FAILS TO MAKE SUCH A REQUIRED CAPITAL CONTRIBUTION ITS MEMBER PERCENTAGE IN THE COMPANY SHALL BE SUBJECT TO DILUTION.

THE SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE SUBSCRIBER HAS ADEQUATE MEANS OF PROVIDING FOR THE SUBSCRIBER'S CURRENT AND FUTURE NEEDS AND POSSIBLE PERSONAL CONTINGENCIES AND HAS NO NEED FOR LIQUIDITY OF THE NOTES OR MEMBER INTERESTS.

4. Subscriber's Additional Representations and Warranties. The Subscriber additionally represents and warrants as follows:

A. The Subscriber understands that the Company has been recently formed and has no operating history. The Company is in its early stages of operation, has not yet acquired the Property, has debt outstanding, is not profitable, and its future profitability cannot be assured. If the Minimum Condition is satisfied but the Company is unable to raise the Maximum Offering Amount prior to the expiration of the Offering Period, the Company may borrow the remaining balance of the Maximum Offering Amount from other sources, the terms of which borrowing are unknown at this time.

B. The Subscriber understands that: (i) its subscription for Notes and/or Member Interests is irrevocable without the Company's written consent; (ii) an investment in the Notes and/or Member Interests is a speculative investment that involves a high degree of risk, including the risk of loss of the entire investment of the Subscriber in the Company; (iii) no federal or state agency has passed upon the adequacy or accuracy of the information made available to the Subscriber, or made

any finding or determination as to the fairness for investment, or any recommendation or endorsement of the Notes or Member Interests as an investment; (iv) there will be restrictions on the transferability of the Notes and, perhaps, the Member Interests, under the Securities Laws and there will be restrictions on the transferability of the Member Interests pursuant to the Operating Agreement and there will be no public market for either the Notes or Member Interests, and, accordingly, it may not be possible for the Subscriber to liquidate its investment in the Notes or Member Interests; (v) any anticipated federal and/or state income tax benefits applicable to the Notes or Member Interests may be lost through changes in, or adverse interpretations of, existing laws and regulations; (vi) there is no assurance that the Company will ever be profitable, or that the Subscriber's investment in the Notes or Member Interests will ever be recoverable; and (vii) if Subscribing for Member Interests, the Subscriber shall have the obligation to make additional contributions to the capital of the Company in addition to its initial capital contribution to the Company or to accept in such event a dilution of its Member Percentage, as provided in the Company's Operating Agreement.

C. The Subscriber has been provided with a copy of the Company's Operating Agreement and form of Note, has reviewed same, has had the opportunity to ask questions of the Company's Managing Member, has received answers adequate to Subscriber with respect to same, and has no further questions regarding the Company or the Managing Member as of the date hereof. Subscriber is aware that, pursuant to the Company's Operating Agreement, the Company's Managing Member and/or Affiliates of the Company's Managing Member will receive, in addition to a forty-five percent (45%) Member Percentage in the Company: (i) an Acquisition Fee of Six Hundred Ninety Thousand Dollars (\$690,000); (ii) a Guarantee Fee in an amount not expected to exceed Two Hundred Fifty Thousand Dollars (\$250,000); (iii) a Project Management and Overhead Fee of Seven Hundred Seventy-Five Thousand Dollars (\$775,000), a portion of which may be paid prior to the Property Closing; (iv) a contingent Disposition Fee of up to two percent (2%) of the gross selling price of the Company's Property; (v) a Property Management Fee equal to two percent (2%) of the rental income realized by the Company should it elect to rent, instead of sell, any portion of the Property; and (vi) real estate brokerage commissions at customary rates for serving as listing or co-listing agent for the Property or any portion thereof, mortgage brokerage commission, and fees for marketing and advertising.

D. The Subscriber hereby acknowledges that: (i) the risks inherent to real estate investments in general, and to this venture, in particular, have been fully considered; (ii) although the Managing Member will have substantial authority at the outset to conduct the operation of the Company, the Subscribers for Member Interests will have the right by majority vote, to restrict the Managing Member's power, have control over certain major decisions and have the authority to remove the Managing Member, for cause, upon a majority vote or without cause, upon a unanimous vote, which is why the Member Interests may not constitute securities; and (iii) an investment in the Notes or Member Interests has neither been approved nor disapproved by the United States Securities and Exchange Commission or the Securities Division of the Department of Banking and Finance of the State of Florida or any other department or agency of any other jurisdiction, and such authorities have not passed upon the adequacy or accuracy of the disclosure provided to investors in connection with an investment in the Notes or Member Interests.

E. The Subscriber acknowledges that neither the Company nor any representative of the Company has made any representations or warranties in respect of the Company's business or profitability. Without limiting the generality of the foregoing, the undersigned acknowledges and agrees that information, including any business plan or financial projections or forecasts or other information contained in written materials provided or made available to the undersigned, and any oral, visual or other presentations made by the Company or its representatives to the Subscriber shall not be deemed a representation or warranty in respect of the matters therein. Subscriber acknowledges that a Subscriber for Notes is what was referred to as a "Class A Note Participant" and a Subscriber for Member Interests is what was referred to as a "Class B Equity Participant" in the Investor Package that was delivered to Subscriber by the Managing Member. Subscriber acknowledges that the Investor Package contains information that the Managing Member believes is accurate and, as same relates to the projected revenues and expenses of the Company, data that the Managing Member believes is a reasonable forecast of the results the Company will achieve; however, as an experienced and sophisticated investor, Subscriber is aware that there are myriad foreseeable and unforeseeable events that could cause the assumptions underlying the financial projections to not materialize, and the results of same may cause material adverse consequences to the financial results of the Company.

F. The Subscriber is acquiring the Notes and/or Member Interests solely for the account of the Subscriber for investment purposes only and not for distribution or resale to others. The Subscriber represents and warrants to the Company that the Subscriber will not resell or offer to resell any Notes and/or Member Interests except in strict compliance with all applicable Securities Laws, the Operating Agreement (in the case of the Member Interests), and the Notes (if applicable).

G. The Subscriber's financial condition is such that it has no need for liquidity with respect to its investment to satisfy any existing or contemplated undertaking or indebtedness and is able to bear the economic risk of its investment for an indefinite period of time, including the risk of losing all of its investment. Subscriber further acknowledges that the Company's business plan contemplates that if the Managing Member determines, based upon market conditions, that it is in the best interests of the Company to hold some or all of the buildings or units therein for rental, the Managing Member may do so.

5. Access to Information. The Subscriber hereby acknowledges and confirms that the Subscriber has been given complete access to all documents, records, contracts and books of or relating to the Company, the Notes and the Member Interests now existing, and all other information to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, and that the Subscriber has engaged in a complete examination of all such documents, records, contracts and books to the extent deemed necessary by the Subscriber in reaching the Subscriber's decision to invest in the Company. The Subscriber hereby further acknowledges and confirms that the Subscriber has had an opportunity to ask questions of and receive answers from the Company and the Company's Managing Member, concerning the Notes and Member Interests, the prospective contemplated business and purpose of the Company, and with respect to any other matter the Subscriber has deemed relevant, and all such inquiries have been answered to the Subscriber's satisfaction. In addition, Subscriber acknowledges that it has had and may have, at the offices of the Company, at any reasonable hour, after reasonable prior notice, access to the financial and other records of the Company which the Company can obtain without unreasonable effort or expense, and

further acknowledges that Subscriber has obtained, in Subscriber's judgment, sufficient information from the Company to evaluate the merits and risks of an investment in the Company.

6. No Advertising or Reliance. Subscriber represents and warrants that in making the decision to purchase the Notes and/or Member Interests herein subscribed for, Subscriber has relied solely upon independent investigations made by Subscriber, and the Subscriber further represents and warrants that the Subscriber is not acquiring the Notes and/or Member Interests as a result of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, any seminar or any solicitation by a person not previously known to the Subscriber, and that Subscriber is not aware of any general solicitation or general advertising regarding the purchase or sale of the Notes and/or Member Interests. The Subscriber acknowledges and confirms that it is not relying upon any statement, representation or warranty made by the Company or its representatives in making a decision to subscribe for the Notes and/or Member Interests. Subscriber must rely solely on the terms of the Operating Agreement of the Company for the terms of Subscriber's participation in the Member Interests of the Company and solely upon the form of Note and the Operating Agreement for the terms of Subscriber's rights under the Notes, including, without limitation, the terms of any distributions from the Company, and allocations of profits and losses to Members of the Company.

7. Residence. The Subscriber represents and warrants that the Subscriber is a bona fide resident of the state set forth in his/her/its address below, and the undersigned agrees that if his/her/its principal residence changes prior to his/her/its purchase of the Notes and/or Member Interests, he/she/it will promptly notify the Managing Member of the Company.

8. Reliance on Representations. The Subscriber understands that the Company and its Managing Member will be relying on the accuracy and completeness of all matters set forth in this Agreement, and the Subscriber represents and warrants to the Company, its Managing Member and each of the affiliates of Managing Member that the information, representations, warranties, acknowledgments and all other matters set forth herein with respect to the Subscriber are complete, true and correct and does not fail to include any material fact necessary to make the facts stated, in light of the circumstances in which they are made, not misleading, and may be relied upon by them in determining whether the offer and sale of the Notes and/or Member Interests to the Subscriber is exempt from registration under the Securities Laws, and the Subscriber will notify them immediately of any change in any statement made herein that occurs prior to the consummation of the purchase of the Notes and/or Member Interests hereunder.

9. Entity Existence and Authorization. Subscriber represents and warrants that if the Subscriber is a corporation, limited liability company, partnership, association, trust, employee benefit plan, individual retirement account (IRA), Keogh plan, or other entity, whether tax-exempt or not, it was not formed for the purpose of acquiring the Notes and/or Member Interests, it has been in existence for more than ninety (90) days prior to the date hereof, it is authorized and qualified to become an investor in the Company, and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

10. Accredited Investor Status. If subscribing for Notes, in all or in part, the undersigned represents and warrants that Subscriber is an “Accredited Investor” and has accurately completed the Accredited Investor Status section of the signature page hereto in order to evidence same.

11. Sophisticated Person. Subscriber is a “sophisticated person” in that Subscriber has such knowledge and experience in financial and business matters that individually and/or with the aid of advisers, it is capable of evaluating the merits and risks of an investment in the Company by making an informed investment decision with respect thereto.

12. Confirmation. All information that the Subscriber has provided anywhere in this Agreement concerning the Subscriber and the Subscriber's financial position is correct and complete as of the date set forth below, and if there should be any material change in such information prior to the acceptance of the Subscriber's subscription for Notes and/or Member Interests that are being purchased, the Subscriber will immediately provide such information to the Managing Member of the Company.

13. Consultation with Independent Counsel and Tax Advisor. The Subscriber's investment in the Notes and/or Member Interests is an investment, respectively, in a debt of, or membership interest in, a Florida limited liability company, which confers certain rights and liabilities upon the Subscriber pursuant to Florida law and the Company's Operating Agreement. Subscriber has been advised that Subscriber should consult with his or her own legal and tax advisors prior to executing this Agreement and consummating the transactions contemplated hereby. Subscriber understands that the law firm of Ruden, McClosky, Smith, Schuster & Russell, P.A. represents only the Company and the Managing Member in connection with the transactions contemplated by this Agreement, does not represent the Subscriber, and makes no representation regarding the Company, the Managing Member or this investment.

14. Indemnification. Subscriber hereby agrees to indemnify and hold harmless the Company, Managing Member, Managing Member's affiliates, Members, employees, agents and attorneys against any and all losses, claims, demands, liabilities and expenses (including reasonable legal or other expenses) incurred by each such person or entity in connection with any claims or liabilities, whether or not resulting in any liability to such person or entity, to which any such indemnified party may become subject under the Securities Laws, under any other statute, at common law or otherwise, insofar as such losses, claims, demands, liabilities and expenses (a) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made by Subscriber and contained in this Agreement, or (b) arise out of or are based upon any breach of any representation, warranty or agreement of Subscriber contained herein.

15. Risks of Investment. An investment in the Company is subject to substantial risks. In addition to the risks described herein, Subscriber is urged to carefully review the risks described in Annex A to this Agreement prior to making a decision to subscribe for and purchase any Notes or Member Interests. Subscriber represents and warrants to the Company and the Managing Member that it has reviewed such risks, including those set forth in Annex A, prior to executing this Subscription.

16. Miscellaneous.

(a) Severability. In the event any portions of this Agreement are found to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and such invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of any portions of this Agreement in any other jurisdiction.

(b) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver, discharge or termination is sought.

(c) Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance thereof shall be governed or interpreted according to the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof.

(d) Notices. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressee in person, by Federal Express or similar receipted delivery, or if mailed, postage prepaid, by certified mail, return receipt requested, as follows:

Subscriber: At the address designated on the signature page of this Agreement.

The Company: Suncoast Professional Center, LLC
c/o Global of Suncoast, LLC
17160 Royal Palm Blvd., Suite 2
Weston, FL 33326
Attn: David Ortiz

or to such other address as either of them, by notice to the other may designate from time to time.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

(f) Section Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

(g) Gender and Number. Whenever the context required, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(h) Survival of Representations, Warranties and Agreements. The representations, warranties and agreements contained herein shall survive the delivery of, and payment for, the Notes and/or Member Interests.

(i) Assignability. This Agreement and the rights and obligations hereunder, and the Notes and/or Member Interests contemplated to be purchased hereunder, are not transferable or assignable by the Subscriber without the prior written consent of the Company, and any such attempted transfer or assignment shall be void *ab initio* except as provided in the Operating Agreement. Before consenting to any such assignment, the Company may require a proposed assignee to take certain actions and execute certain documents, including, without limitation, executing a separate subscription agreement, as the Company may reasonably determine.

(j) Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.

(k) Incorporation. The Exhibits and Annex attached hereto are hereby incorporated herein by this reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Subscriber has executed this Subscription Agreement of Suncoast Professional Center, LLC as of the date set forth below.

SUBSCRIBER:

Social Security Number or FEI Number

Print Exact Name of Subscriber

Date of Subscriber's Execution

Signature of Subscriber or Authorized Principal
on behalf of Subscriber (if an entity or tenancy)

Subscription Amount:

CLASS A NOTE \$ _____

Principal Residential Street Address

CLASS B EQUITY \$ _____

City, State and Zip Code

Manner in which the Notes and/or Member
Interests are to be held:

- ___ Individual Ownership (including IRA)
- ___ Trust
- ___ Partnership
- ___ Corporation
- ___ Limited Liability Company
- ___ Tenants-in-Common
- ___ Community Property
- ___ Joint Tenants with Right of Survivorship
- ___ Joint Tenants by the Entirety with Right of Survivorship (Married couple only)
- ___ Other (please indicate) _____

() _____

Telephone Number

() _____

Fax Number

E-mail Address

Accredited Investor Status

The undersigned has **placed an (X)** in all applicable spaces below:

___ (a) The undersigned is an Institutional Investor (within the list provided under Section 2(15)(i) of the Securities Act; e.g., a bank, registered investment company, insurance company, business development company or an employee benefit plan).

___ (b) The undersigned is a trust, with total assets in excess of \$5,000,000, whose purchase is directed by a "sophisticated person" as described in the Securities Act and in Paragraph 11 of the Agreement.

___ (c) The undersigned is corporation or partnership, with total assets in excess of \$5,000,000.

___ (d) The undersigned is a natural person or natural person's IRA, whose individual net worth, or joint net worth with spouse, exceeds \$1,000,000.

___ (e) The undersigned is a natural person who had an individual income (less related expenses) in excess of \$200,000 in each of the last two years (2003 and 2004) or joint income with spouse in excess of \$300,000 in each of those years, and reasonably expects reaching the same income level in the current year.

___ (f) The undersigned is an entity owned entirely by any of the persons described in subparagraphs (a) through (e) above.

ACCEPTANCE

By signing below, the undersigned accepts the foregoing subscription in Suncoast Professional Center, LLC in accordance with the terms hereof, for:

Subscriber Name: _____

_____ All the subscribed Notes.

_____ A portion of the subscribed Notes.

_____ All the subscribed Member Interests.

_____ A portion of the subscribed Member Interests.

If less than the entire subscription is accepted:

Principal Amount of Notes accepted: \$ _____

Total Capital Contribution for Member Interests Accepted: \$ _____

SUNCOAST PROFESSIONAL CENTER, LLC, a Florida
limited liability company

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

By: _____
David Ortiz, a Manager

Dated: _____

EXHIBIT A

FORM OF SUBORDINATED CASH FLOW PROMISSORY NOTE

See attached.

EXHIBIT B
FORM OF OPERATING AGREEMENT

See attached.

ANNEX A

ADDITIONAL RISK FACTORS

You, as the Subscriber, understand that in addition to the various risks ordinarily attendant upon debt and/or equity investments in a newly organized entity such as our Company, certain unique factors make an investment in our Company's Notes and Member Interests subject to a high degree of risk. You have been cautioned that an investment in the Notes and Member Interests is speculative and involves significant risks, and that it is probably not possible for us to foresee and describe to you all of the business, economic and financial risk factors which may affect the Company and/or your investment. You hereby acknowledge having been advised to seek independent professional advice in order to assist you in carefully analyzing the risks and merits of your investment in our Company.

We describe to you below specific risks which we have identified. We advise you, however, that the following listing of risks may not be, and likely is not, exhaustive or definitive of all of the risks involved in an investment in the Notes and Member Interests.

INVESTMENT RISKS. All real property investments are subject to some degree of risk. These risks include adverse changes in general or local economic conditions, such as excessive building and increases in unemployment, as well as other factors specifically affecting real estate values, including the attractiveness of the properties to investors or tenants. Real property owned by the Company may also be subject to risks such as an inability to obtain purchasers or lessees of the premises on acceptable terms, adverse changes in interest rates or the availability of long-term mortgage funds, the ability of the Company to provide for adequate maintenance, if applicable, and changes in property tax rates or zoning laws. Moreover, certain expenditures associated with equity investments involving real property (principally real estate taxes and maintenance costs) are not necessarily decreased by events adversely affecting the owner's income from such investments. In such events, the costs of maintaining equity investments may exceed the revenues derived therefrom. In the event that mortgage loan payments, if any, are not made, the Company might sustain a loss on its equity investment in a property as a result of a foreclosure by the mortgagee of the property. Such a foreclosure could result in taxable income to investors in the Company even if the Company realizes an economic loss.

VALUATION. We cannot assure you that the value we have placed on the Member Interests in connection with this Offering accurately reflects the fair value of the Company or the Member Interests or that you will realize such values on the liquidation of the Company.

DEVELOPMENT AND CONSTRUCTION RISKS. Development and construction activities will subject the Company to various risks, including risks relating to an inability to obtain building permits or necessary zoning changes, construction delays, inability to complete construction at projected costs and to fund any excess construction costs, strikes, adverse weather conditions, unavailability of building materials, inability to refinance construction financing on favorable terms or to meet preconditions for permanent financing, changes in law or regulations and other conditions beyond the control of the Company. Uncertainties may therefore exist with respect to the time of

FTL:1826657:5

commencement or completion of the construction of any property acquired by the Company, the time when sales or rental revenues from such properties might commence and the time when construction financing will be available to the Company.

AMOUNTS RAISED IN OFFERING. The Investor Package and other documents circulated in connection with the Offering, including the pro forma financial information therein, contain an assumption of the aggregate amount that will be raised in the Offering, and also an assumption of the ratio of Notes and Member Interests that may be sold in the Offering. However, the Offering may result in other aggregate totals of no less than the Minimum Condition and no more than the Maximum Offering Amount, in any combination of Notes and Member Interests. Any change in the total amount raised in the Offering, or in the amounts of Notes and Member Interests raised in the Offering, will affect the pro forma financial information contained in the Investor Package, and may adversely affect expected returns to Members. In addition, in the event the Offering raises less than the aggregate amount assumed in the Investor Package, then at or after closing of the Offering the Company may raise additional funds from loans from institutional or non-institutional lenders or by selling additional Member Interests in accordance with the Company's Operating Agreement.

INABILITY TO OBTAIN FINANCING. Part of the Company's investment strategy is to leverage its investment in its properties. Accordingly, the Company anticipates that it will have a need for financing to acquire and develop properties acquired by it and pay attendant costs and expenses, and, accordingly, the Company will be required to obtain financing from other sources. There is no assurance that such financing can be obtained by the Company or that it will be available at favorable or satisfactory terms. Such financings may be at interest rates in excess of the rates on the Notes and Preferred Returns. Also, such lenders may be repaid in whole or in part before the Notes or Preferred Returns are repaid.

ILLIQUIDITY OF YOUR INVESTMENT. Your subscription is irrevocable without the Company's written consent. There is no current market for the Notes and/or Member Interests and none is anticipated to develop. Moreover, there are substantial restrictions on your transfer of the Notes and Member Interests. Therefore, you must consider your prospective investment in the Company to be a long-term illiquid investment acceptable only if you are willing and can afford to accept and bear the substantial risks of the investment for an indefinite period of time.

WE CANNOT ASSURE YOU AN APPRECIATION IN COMPANY ASSETS, COMPANY PROFIT OR CASH DISTRIBUTIONS. We cannot assure you that the assets anticipated to be acquired by the Company will operate at a profit, whether or when we will generate sufficient cash flow available for distribution to Note Holders or Members, or that Company assets will appreciate in value or be sold at a profit. Our primary source of cash available for distribution will be revenues from Company operations. The Managing Member is authorized to incur indebtedness on behalf of the Company to pay costs incurred in conducting and completing the Company's activities, to establish and maintain reserves for working capital, taxes, insurance and other costs and expenses, to make additional investments in and loans to the Company, and to use Company revenues to pay the organization and Offering costs. The use of Company revenues for such purposes may delay your receipt of available cash distributions from the Company, and may require you to report and pay tax

on Company income without having received contemporaneous cash distributions, even if the Company is profitable.

LACK OF SEPARATE COUNSEL. The Company and the Managing Member will be represented by the same legal counsel. Counsel has not been retained to represent you. You are advised to seek independent legal counsel before making your investment in the Company pursuant to this Agreement.

CONFLICTS OF INTEREST. The Managing Member and certain of its affiliates are presently engaged in the operation of investment entities owning and operating various properties in Florida and may form additional investment entities to engage in real property investments, including investments similar to those of the Company or may be involved in the management of similar projects. In addition, in some situations, affiliates of the Managing Member may invest in such investment entities, and may also act as general partner or manager, and receive allocations of profits and losses, distributions and fees in such capacities. As a consequence of these relationships, conflicts of interest between the Company and the Managing Member and its affiliates or such other investment entities may arise, particularly where affiliates of the Managing Member may have economic interests that do not coincide with those of those of the Company. These conflicts may not in every case be resolved to the advantage of the Subscribers.

In addition, the Subscriber understands that, Harry Rosen, Esq., a principal of the Managing Member, is also an attorney of counsel with the law firm of Ruden, McClosky, Smith, Schuster & Russell, P.A. (“Firm”), which Firm is counsel for the Company and the Managing Member.

DEPENDENCE ON MANAGING MEMBER. The success of the Company in carrying out its plans and operations will be dependent, in substantial part, on the contributions of the Managing Member and its principal, David Ortiz. The loss of the services of Mr. Ortiz is impossible to predict, but may have a material adverse effect on the business and operations of the Company.

NO GUARANTEE OF INVESTMENT SUCCESS. An investment in the Member Interests or Notes is highly speculative and subject to risks. We cannot assure you that the Company will be profitable, that a Subscriber will realize a return on his investment or that a Subscriber will not lose the investment altogether.

REGULATORY CLIMATE. Statutory, regulatory or administrative actions that affect the Company’s business could have adverse effects on the Company’s ability to reach its business objectives.

SECURITIES LAW MATTERS. The offer and sale of the Notes and the Member Interests have not been registered under the Securities Act or the Florida Securities and Investor Protection Act, or the laws of any other jurisdiction, and the Notes are offered in reliance upon certain exemptions from registration contained in such Acts, while we do not deem the Member Interests to be securities and subject to registration under such Acts. However, we cannot assure you that the Offering presently qualifies or will continue to qualify under such exemptions due to, among other things, the adequacy of disclosure, the manner of distribution of the Notes, the existence of similar offerings by the

FTL:1826657:5

Managing Member or its affiliates in the past or in the future, the conduct of the other activities by the Managing Member and its affiliates or the change of any securities laws or regulations. Similarly, we cannot assure you that the Securities and Exchange Commission or the Florida Department of Securities may not characterize the Member Interests as securities subject to registration under one or both the Acts. To the extent that suits for rescission are successfully maintained against the Company, the capital and assets of the Company could be reduced.

FEES NOT INDEPENDENTLY NEGOTIATED. The Managing Member and certain of its affiliates will receive distributions of funds from the Company, including, but not limited to, distributions in their capacity as Managing Member. In addition, the Company will pay organizational, acquisition, management and disposition fees to the Managing Member or its affiliates. Affiliates of the Managing Member may also perform other services on behalf of the Company, including, without limitation, real estate brokerage and mortgage brokerage services, marketing and advertising, and property management and construction management services, for which the Company will pay fees comparable to fees paid to third parties performing similar services that have been negotiated on an arm's length basis. Moreover, the Company may pay a reasonable fee to affiliates of the Managing Member for personal guarantees of the indebtedness of the Company. Although the Operating Agreement requires, and the Managing Member believes, that the amount of such fees that the Company would pay for such services are comparable to fees that the Company would pay for such services to unaffiliated service providers, neither the amounts of the distributions payable to the Managing Member or the terms of the agreements for services, including the amount of the fees, have been negotiated at arm's length.

ADDITIONAL RISK FACTORS APPLICABLE ONLY TO SUBSCRIBERS FOR MEMBER INTERESTS:

YOU MAY HAVE LIABILITY FOR RETURN OF DISTRIBUTIONS. If you receive a distribution from the Company at a time when the liabilities of the Company exceed the fair market value of our assets, you will be liable to the Company for the amount of such distribution. Such liability shall continue for three (3) years from the date of the distribution.

ADDITIONAL CAPITAL CONTRIBUTIONS TO BE MADE BY MEMBERS. From time to time, if the Managing Member and Required Vote of the Members determine that the Company needs additional funds it may require all Members (other than the Managing Member) to make additional cash capital contributions to the Company. Any such additional capital contributions shall be made by the Members in proportion to their Member Percentages, or as otherwise agreed by such Members, and shall be due within ten (10) business days after receiving notice from the Managing Member. If a Member fails to make its proportionate share of any required additional capital contribution, its Member Percentage shall be subject to dilution.

CHANGES IN THE FEDERAL INCOME TAX LAWS. Major changes were made by tax laws enacted in the past, and more will likely be enacted in the future. You should understand that the tax consequences of an investment in the Company are subject to change.

UNCERTAINTY AND COMPLEXITY OF TAX TREATMENT. The federal income tax treatment of the Company and the ownership of interests therein, whether direct or indirect, are complex and, in many cases, uncertain. Statutory provisions and administrative regulations have been interpreted inconsistently by the courts. Additionally, some statutory provisions remain to be interpreted by administrative regulations. It is possible that the United States Internal Revenue Service (“IRS”) may successfully challenge the tax treatment accorded certain items by the Company.

TAX ALLOCATIONS OF THE COMPANY TO YOU. Our Operating Agreement contains complex tax attribute allocations. We cannot assure you that such allocations will be respected by the IRS for federal income tax purposes. Depending on which allocations were to be disregarded if challenged by the IRS, your share of income, gains, losses, deductions and credits of the Company could be affected and could change. In such an event, you may have to amend your tax return for the year or years of such change.

INCOME OR LOSS ITEMS PASSING THROUGH TO YOU ARE CLASSIFIED AS PASSIVE UNDER THE TAX LAWS. The income or loss attributable to you from the Company as a result of your investment in the Company will be characterized as “passive” income or loss assuming that you do not actively participate in management of the Company. As such, the income or loss you derive from the Company will be grouped with your other “passive” income or loss in determining the deductibility of such loss, if any, or the extent to which other of your tax losses may be used to offset passive income, if any.

AN IRS AUDIT OF COMPANY INCOME TAX RETURNS COULD CAUSE AN AUDIT OF YOUR TAX RETURN. The IRS may audit the income tax returns of the Company and may audit your income tax return as the result of your investment in or claimed deductions or losses from your investment in the Company. Such deductions and losses, when taken together with other items reported on your tax return, may prompt the IRS to examine your return, both as to income and deductions relating to the Company and as to other matters. We cannot assure you that such an audit or examination will not occur or that you will not incur additional liability and costs as a result of any such audit or examination.

YOU MAY INCUR A TAX LIABILITY IN EXCESS OF CASH DISTRIBUTIONS TO YOU. It is possible that, in any given year, you may incur tax liability attributable to your ownership of Member Interests of the Company in excess of the cash distributed to you by the Company. Additionally, such result may occur upon the sale or other disposition of your Member Interests in the Company. In such cases, you would have to use cash from other sources to satisfy your tax liability attributable to your investment in the Company or to your sale or other disposition of a Member Interest.

ACTIONS OF TAX MATTERS MEMBER. The Company’s Managing Member has the authority to negotiate, settle and compromise matters with the IRS relating to all Members of the Company. The Managing Member may take positions on issues or effect compromises binding on all Members of the Company which the Managing Member believes are in the best interests of the Company, but which may not be in the best interests of individual Members and Subscribers, including you.

DEDUCTIBILITY OF INVESTMENT INTEREST. A limitation is placed upon the interest deduction that can be taken by noncorporate taxpayers for “investment interest”, which is generally defined as interest on funds borrowed to acquire or carry property held for investment. Under the IRS Code, interest you pay on funds borrowed to acquire a Member Interest will be treated as a passive activity deduction, as opposed to investment interest. The tax consequences of such treatment, if applicable, will vary with the circumstances of each Subscriber. You should, therefore, consult with your own tax advisor concerning the possible impact of such treatment on you for tax purposes.