

On April 13, 2008, the Lease Agreement for the FOUNDATION was completed. PDF files of the signed pages are linked below:

PDF File

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The International Research Foundation for RSD / CRPS

1910 E. Busch Blvd.  
REAL PROPERTY LEASE

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between Manjul Derasari (hereinafter referred to as "Landlord") and The International Research Foundation for RSD / CRPS a non-profit 501c3 organization (hereinafter referred to as "Tenant")

WITNESSETH

That the Landlord, in consideration of the rentals hereinafter reserved and of the covenants, agreements and conditions on the part of the Tenant to be kept and performed, hereby leases, lets and demises to tenant, and Tenant hereby leases and hires from Landlord, the following described premises, located in the County of Hillsborough, State of Florida, to wit: 1910 E. Busch Blvd.

+ 311

1. RENT: An amount equal to \$1,246.67 a month for the first twelve months (12) months of this demise (the "Initial Rent Term"). The Rent is payable in monthly installments, in advance and without demand, beginning on the Rent Date, and continuing on the first day of each month thereafter.

2. ESCALATION OF RENT: Upon the termination of the Initial Rent Term of twelve (12) months, the Base Rent shall increase to an annual amount determined by the lesser of three (3%) percent or the annual percentage increase in the Consumer Price Index (CPI) as published by the U. S. Department of Labor, Bureau of Labor Statistics and determined over the

immediately preceding twelve months from the anniversary date. Such annual rent so determined shall be divided by twelve to arrive at an amount per month for the balance of each year in the Lease term.

3. **TERM:** An initial term of five (5) years, with an option to extend the term for a second and third term of five (5) years each, such option to be at the sole election of the Lessee but to be at the rate of monthly rent set out above.

4. **SALES TAX:** The International Research Foundation for RSD / CRPS is exempt from sales tax due to its non-profit 501c3 status. Appropriate documentation supporting the Foundation's tax exempt status can be found at the following site:

[http://rsdhealthcare.org/Nonprofit\\_status.htm](http://rsdhealthcare.org/Nonprofit_status.htm)

5. **PROPERTY TAX:** Current property tax on the Medical Building is estimated to be \$7,500.00 per year or \$625.00 per month. The portion of property tax paid by the Foundation to the Landlord will be \$166.66 per month.

$$\begin{array}{r} 625 - 150 \\ 100 \times 2 \\ \hline 1170.00 \end{array} = 2$$

\*In the event property tax rate is increased over the current estimated rate of \$625.00 per month at any time during the term of this lease, the increase will be passed on to the Lessee.

Total Payments To Landlord From Foundation Per Month During First Twelve Months:

\$1,246.67 (Rent)

\$166.66 (Property Tax Estimate)

\$1,413.33 per month

Tenant agrees to pay the Landlord the monthly payments owed since the occupation of the premises by the Tenant in 2007.

6. **USE:** Tenant shall use and occupy the demised premises in a careful, lawful, safe and proper manner and shall at all times keep the demised premises (interior and immediately surrounding exterior) in a reasonably neat and orderly condition, clean and free from rubbish and dirt. Tenant will not commit or suffer any waste therein and will not make any use thereof which would constitute a nuisance or which would prove offensive, or which would violate any municipal, county or state order, regulation, ordinance or statute, or any of the other terms of this Lease. On November 18, 2007, the Landlord and Tenant signed an agreement that included a description of the Tenant's use of the property:

[http://www.rsdfoundation.org/pdfs/Professional\\_Agreement\\_11\\_18\\_07.pdf](http://www.rsdfoundation.org/pdfs/Professional_Agreement_11_18_07.pdf)

**7. MAINTENANCE AND REPAIRS:** Lessee shall repair any damage to the premises caused by Lessee or by any of Lessee's employees, agents, customers, invitees or licensees, excluding ordinary wear. Lessee shall maintain the interior of the Premises including all doors, windows, plumbing, plate glass, lights, light fixtures, sinks, toilets and fire extinguishers. If Lessee refuses or neglects to make repairs and/or refuses to maintain the premises or any part thereof in a manner reasonably satisfactory to Lessor, Lessor will notify Lessee of its election to make such repairs or perform such maintenance on behalf of and for Lessee. In such event, such work shall be paid for by Lessee promptly upon receipt of a bill therefor.

Lessor shall, at its expense, maintain in good condition and repair, the roof, foundation, structural supports, underground or otherwise concealed plumbing to the point of entry to the premises, exterior walls (excluding store front, doors, window glass and plate glass), exterior painting, exterior electrical systems to the premises, and the air conditioning and heating systems for the leased space. Lessor shall not in any way be liable to Lessee for failure to make repairs as herein specifically required unless Lessee has previously notified Lessor in writing of the need for such repairs and Lessor has failed to commence and complete said repairs within a reasonable period of time following receipt of such notification.

**8. ALTERATIONS:** Tenant shall make no alterations, additions or improvements to the demised premises without prior written consent of Landlord. Such consent shall not be unreasonably withheld, but may be subject to such terms and conditions as Landlord requires to maintain the marketability of the unit. Subject to such prior written consent, Tenant, at his own expense, may from time to time during the term of this Lease or any extension hereof make alterations and improvements in and to the demised premises which it may deem necessary or desirable and which do not adversely affect the structural integrity of said premises. All such alterations and improvements shall be made in good workmanlike manner and in accordance with all valid requirements of municipal or other governmental authorities, but Tenant shall not permit any liens or claims to be filed against the demised premises by reason of any such alterations or improvement. All alterations or improvements made by Tenant shall belong to Landlord and become a part of the premise upon the termination or expiration of this lease.

**9. INSPECTION:** Landlord shall have the right to enter upon the demised premises in person, or by and through its agents, at all reasonable hours for the purpose of inspecting and displaying the same, preventing waste, and making such repairs to the demised premises as the Landlord may desire, but, this clause shall in no event be deemed to require Landlord to make any repairs, other than as otherwise required by this Lease.

10. ORDINANCES AND REGULATIONS: The Tenant hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Office or Boards of City, County or State having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at Lessee's sole cost and expense.

11. SIGNS: The Lessee will not place any signs or other advertising matter or material outside of the premises, on the exterior of, or on the interior, where possible to be seen from the exterior, of the leased premises of the building in which the leased premises are located, without the prior written consent of the Lessor. All exterior signs shall be done by independent contractors selected by the Landlord in the size and style to match other signs on the premises.

The exclusive right is reserved by Lessor to control the exterior appearance of the entire premises, including but not limited to all signs, decorations, lettering and advertising visible from the exterior of the building, (including those on the interior or on windows or doors), shades, awnings, window coverings, exterior or interior light, antenna, canopies, or anything whatsoever affecting the visual appearance of the building. Lessee will not place or cause to be placed or maintained any item of any kind on or in any of the premises affecting the visual appearance of the building or common areas without first obtaining Lessor's written approval and consent. Such consent shall not be unreasonably withheld, but may be subject to such terms and conditions as Landlord requires to maintain the marketability of the unit. Lessee further agrees to maintain nay said items as may be approved in good condition and repair at all times.

12. NUISANCE: Tenant shall refrain from any activity or use of the premises which would in any way adversely impact upon other tenants in the building. This shall include, but not be limited to, any activity resulting in excessive noise, foul or noxious odors, unsightly equipment on the grounds of the property, or excessive use of the parking spaces. A violation of this paragraph shall be a default under this Lease agreement. Lessee's currently existing signs on the building at 1910 are approved by Lessor.

13. UTILITIES: Tenant agrees to pay all charges for electricity, telephone, air conditioning and heating. Tenant will pay its pro-rata share of all common area maintenance expenses and water bills.

14. DESTRUCTION OR DAMAGE OF PREMISES: In the event the demised premises shall be destroyed or damaged or injured by fire or other casualty during the life of the Lease, then Landlord shall have the right to repair said premises within sixty (60) days from the date of the casualty. If said premises are not repaired within said time, either party hereto shall have the option to cancel this Lease. In the event of such cancellation, the rent shall be paid only to the date of such fire or other casualty. The

cancellation herein mentioned shall be evidenced in writing. Rentals shall abate in an equitable manner for any period which the premises are wholly or partially untenable.

If the landlord elects not to repair the premises, then the parties shall have the option to cancel the Lease. In addition, the landlord is entitled to all insurance proceeds for the fire, except those that relate to tenant's personal claims.

15. INDEMNIFICATION: Tenant covenants that Landlord shall not be liable to the Tenant for any damages or injuries to the property of the Tenant or the persons or property of employees or any other person occasioned by or due to the alleged or real defects in the premises, and Tenant agrees that it will hold the Landlord harmless of and from and against the claims of all persons whomsoever who may allege that they have received injuries while upon the leased premises. Without limiting the generality of the foregoing, Tenant agrees that, at its cost and expense, it will procure and continue in force throughout the period of this Lease, for the benefit of Landlord and Tenant as their respective interests shall appear, a policy or policies of public liability insurance, in form and coverage satisfactory to Landlord, written by a company authorized to engage in the business of general liability insurance in the State of Florida, protecting the Landlord and Tenant against any and all claims for injury to persons or property occurring in, upon or about the demised premises, and each and every part thereof, and the sidewalks in front of the leased premises, including all damages from signs, glass, awnings, fixtures, or other appurtenances now or hereafter placed upon the leased premises during the term of this Lease. Said public liability policy or policies shall be in an amount not less than \$300,000.00 in respect to injuries to or death of persons in any one accident and in an amount of not less than \$100,000.00 in respect to injuries to or death of any one person, and in an amount not less than \$25,000.00 for damage to property. Tenant shall promptly pay when due any and all insurance premiums in connection with any policy or policies of insurance and shall deliver evidence of such insurance to the Landlord. Should the Tenant fail to furnish evidence of such insurance as provided for in this Lease, Landlord may obtain such insurance and the premiums on such insurance shall be deemed to be additional rental to be paid by Tenant to Landlord on demand.

Also, tenant's insurance coverage shall include the common areas and parking lot.

16. REMOVAL OF PROPERTY: All improvements made by Lessee to the premises which are so attached to the premises so that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinet work, moveable paneling,

partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; surrender the premises in as good condition as they were at the beginning of the term.

17. DEFAULT: Upon the happening of any one or more of the following events:

(a) Tenant's default in the payment of any rental or additional rental due hereunder; (b) Tenant's continued default in performance of any other covenant of this Lease for a period of more than ten (10) days after delivery of written notice of such default to Tenant by Landlord or Landlord's agent; (c) The bankruptcy of Tenant; (d) Tenant's making an assignment for the benefit of creditors; (e) A receiver or trustee being appointed for Tenant; (f) Tenant's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law; (g) Tenant's vacating or abandoning the premises; (h) Tenant's interest under this Lease being sold under execution or other legal process; (i) Tenant's interest under this Lease being assigned by operation of law; or (j) Any of the goods or chattels of the Tenant used in or incident to the operation of the leased premises being seized, sequestered, or impounded by virtue of or under authority of any legal proceeding, which seizure, sequestration or impounding shall materially affect the possible continuation of the operation of the leased premises by the Tenant; then, Landlord, at its option, may exercise any one or more of the following options;

(1) Terminate Tenant's right to possession under this Lease and re-enter and take possession on behalf of Tenant, at such time and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing the Tenant's liability, and Landlord shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rents and additional rents due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, landlord may by delivering written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the premises, terminate and cancel this Lease, and retake possession and occupancy of the demised premises on behalf of the Landlord; (2) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the demised premises whereupon the term hereby granted and all right, title and interest of Tenant in the demised premises shall end. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental or additional rental which has accrued prior to such termination, together with all damages suffered by Landlord because of the Tenant's breach of any covenant under this Lease; (3) Declare the entire remaining unpaid rent for the balance of this Lease to be immediately due and payable and may, at Landlord's option, take immediate action to recover and collect same either by distress or otherwise; or (4) Exercise any and all rights and privileges that Landlord

may have under the laws of either the State of Florida or of the United States of America, or both.

The landlord has the right to utilize self-help measures such as changing the locks in the event of default by tenant.

18. QUIET ENJOYMENT: Landlord covenants, warrants and represents that it has the full right and power to execute this Lease and to grant the estate demises herein, and that the Tenant, on paying the rent herein reserved and performing the covenants and agreements herein contained to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the demised premises and all rights and privileges belonging or pertaining thereto, during the term of this Lease.

19. ASSIGNMENT AND SUBLET: Tenant shall have the right to assign or sublease the demise premises. Under no circumstances is any portion of this right to assign and sublet to be construed as limiting in any respect whatsoever the liability of Tenant to Landlord for the rentals and the performance of the other terms and conditions of this lease. Any rent received by Tenant from a sub-tenant in excess of the Tenant's rental amount shall be paid to the Landlord.

→ The tenant shall only have the right to assign or sublease the premises upon written approval of the landlord.

20. WAIVER: It is agreed that the failure of the Landlord in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereunder or to exercise any remedy, privilege or option herein conferred upon or reserved to the Landlord, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by the Landlord of rent, or additional rent, or of any other payment required to be made by the Tenant or any part thereof, shall not be a waiver of any other rents, or additional rents or payments then due, nor shall receipt, though with knowledge of the breach or any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Landlord of any of the provisions.

21. DEFINITION OF LANDLORD : The term "Landlord" and/or "Lessor" as used in this Lease means only the owner for the time being of the land and building containing the demised premises. In the event of any sale of said land or building, the Landlord shall be and hereby is entirely freed and released of all covenants and obligations of the Landlord hereunder, and it shall be deemed and construed without the further agreement between the parties and the purchaser at any such sale, that the purchaser of the land

or building has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

22. MECHANIC'S LIENS: The Lessee shall not subject the Lessor's interest or estate to any liability under any mechanic's or other lien law. No provision of this lease may be construed to imply that the Lessor has consented to the Lessee's incurring such lien. If a mechanic's lien, lis pendens or other lien is filed against the demised premises for any work, labor, services or materials that the lienor claims to have performed or furnished on behalf of the Lessee, or any person holding through or under the Lessee, the Lessee must cause such lien to be cancelled and discharged of record with ten (10) days after notice of such lien by the Lessor. If such lien is filed, the Lessor may satisfy the lien after giving notice thereof to the Lessee and without limiting the Lessor's rights or remedies under the lease. The Lessee shall promptly reimburse the Lessor for any amounts expended to satisfy the lien and for any expenses incurred in connection with the satisfaction. The Lessee shall have no right to setoff against the Lessor. The Lessee's failure to cancel and discharge of record any lien under this paragraph shall be deemed a default by the Lessee under the provisions of this lease.

23. BENEFITS: The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

25. PARTIAL INVALIDITY: If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to it which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by Law

26. NOTICE:

Lessor:

Manjul Derasari  
1912 E. Busch Blvd  
Tampa, FL 33612  
EIN #20-1700965



Lessee:

Anthony Kirkpatrick, Treasurer, The International Research  
Foundation for RSD / CRPS  
1910 E. Busch Blvd.  
Tampa, FL 33612

Any notice which is to be given to either party hereunder shall be deemed sufficiently given if mailed or hand delivered to such party at its address appearing above.

**27. CONDEMNATION:** The parties hereto agree that should the demised premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be taken or condemned by competent authority for public or quasi-public use, then this Lease shall terminate from the date when possession of the part so taken shall be required for the use and purpose for which it had been taken.

If this Lease continues after a partial taking, the rent shall abate proportionately as to the part taken. All compensation awarded for such taking of the building, the fee, and the leasehold, shall belong to and be the property of Lessor; provided, however, the Lessor shall not be entitled to any portion of the award made to Lessee for the value of Lessee's trade fixtures. Lessee shall not be entitled to any damages for the unexpired portion of the term of this Lease, or injury to its leasehold interest.

**28. RIGHT TO CANCEL:** Should Lessee's business be or become or attract customers whose conduct is offensive or in any way threatening to the Lessor, the other tenants in the Center or the customers of the tenants, the Lessor may, at Lessor's option, cancel and terminate the Lease, effective thirty (30) days after written notice thereof to Lessee.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANTS PERSONAL PROPERTY.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed as of the day and year first above written.

By \_\_\_\_\_

Witness \_\_\_\_\_

Manjul Derasari  
EIN #20-1700965

\_\_\_\_\_  
Witness

Anthony Kirkpatrick , The International Research Foundation for RSD /  
CRPS

By: \_\_\_\_\_

#### ADDENDUM

**Venue:** This Agreement is governed by the laws of the State of Florida. Venue and jurisdiction of any dispute between Owner and Occupant or that relates to this Agreement, or the Office or the Building shall lie exclusively in the courts of Hillsborough County, Florida.

**Limiting Further the Liability of the Landlord:** Neither Owner nor its Agents, whether disclosed or undisclosed, shall have any personal liability under any provisions of this Agreement. If Owner defaults in the performance of any of its obligations hereunder or otherwise, Occupant shall look solely to Owner's equity interest in the Building. Before filing suit for any alleged default by Owner, Occupant shall give Owner notice and a reasonable time to cure any alleged default.

**Radon Warning:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Owner makes no representation to Occupant regarding or concerning the presence or absence of radon gas in the Office or the Building at any time or in any quantity. By executing this Agreement, Occupant expressly releases Owner from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Office or the Building.

**Attorneys Fee Provision:** If either Owner or Occupant commences or engages in any legal action or proceeding against the other party arising out of or in connection with this Agreement, the Office or the Building, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses incurred

in any such action or proceeding, including any attorneys' fees, costs and expenses incurred on collection and on appeal.

**Limitation of Liability:** Occupant acknowledges that due to the imperfect nature of verbal, written and electronic communications, neither Owner nor its Agents (defined as officers, partners, directors, employees, agents, licenses, contractors, representatives, customers and invitees) shall be responsible for damages, direct or consequential, that may result from the failure of Owner to furnish any service, including but not limited to the service of conveying messages, communications and other utility or services. Occupant's sole remedy and Owner's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service, is limited to an adjustment to Occupant's bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, OCCUPANT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING WITH RESPECT TO LOST BUSINESS OR PROFITS, ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO, OR ANY DELAY OR INTERRUPTION OF SERVICES. OWNER MAKES ABSOLUTELY NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE, OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SUITABILITY FOR THE CONDUCT OF OCUPANTS BUSINESS AS TO THE OFFICE, THE BUILDING OR ANY EQUIPMENT OR FIXTURES CONTAINED THEREIN.

#### Rules and Regulations

1. All corridors, halls, and stairways shall not be obstructed by Occupant or used for any purpose other than egress and ingress.
2. Occupant shall not, without Owner's prior written consent, store or operate in the Building any oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Building. No offensive gases, odors or liquids shall be permitted. No firearms shall be permitted.
3. The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only, unless written permission to do otherwise shall first have been obtained from Owner at an agreed cost to Occupant.

4. If Occupant requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Occupant's expense by the Personnel approved by Owner.
5. Occupant shall bring no animals other than Seeing Eye dogs in the company of blind persons into the Building.
6. Occupant shall not use the Building for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes
7. ~~Occupant shall not occupy or permit any portion of the Building to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.~~
8. Occupant shall not use the Office for lodging or sleeping or for any immoral or illegal purposes.
9. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Building by Occupant nor shall any changes be made on existing locks or the mechanisms thereof.
10. Occupant shall, before leaving the Office unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Occupant.
11. All property belonging to Occupant or any employee, agent or invitee of Occupant shall be at the risk of such person only and Owner shall not be liable for damages thereto or for theft or misappropriation thereof.
14. If Occupant does not remove any property belonging to Occupant from the Building by the end of the term, at the option of Owner, Occupant shall be conclusively presumed to have conveyed such property to Owner as a bill of sale without further payment or credit by Owner to Occupant and Owner may remove the same and Occupant shall pay Owner all costs of such removal upon demand.
15. No smoking shall be permitted at any time in any exterior or interior area of the Building.
16. Occupant or Occupant's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior, verbal or physical, to Owner, other occupants of the Building, and other occupants or invitees in the Building for any reason,
17. Internet service and any other service provided by Owner may only be used for lawful purposes Transmission or storage of any Information, data, or material in violation of any US Federal, state or local law is prohibited.

PROMISSORY NOTE

\$40,000.00

Tampa, Florida  
May \_\_, 2013

FOR VALUE RECEIVED, International Research Foundation for RSD / CRPS, Inc., a Florida non-profit corporation ("Maker"), promises to pay to the order of Anthony Kirkpatrick, M.D. ("Lender"), upon demand, the principal sum of Forty Thousand and No/100 Dollars (\$40,000.00), with interest at a fixed rate equal to two and six-tenths percent (2.60%) per annum. Principal and interest shall be paid in lawful money of the United States of America. The indebtedness evidenced by this Note is referenced hereunder as the "Loan". The Lender or anyone who takes this Note by assignment and who is entitled to receive payment under this Note is referred to as the "Holder".

All payments due under this Note shall be paid to Lender at 1910 East Busch Boulevard, Tampa, Florida 33612, or at such other place as Holder may hereafter designate. Daily interest under this Note shall be computed on the basis of a 360-day year for the actual number of days elapsed. Any payment hereunder shall be applied first to accrued and unpaid interest, second to unpaid fees and the balance, if any, to principal.

Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment". Holder will be advised in writing when prepayments are made. Full or partial prepayments may be made without paying any penalty. Holder will use all of the prepayments to reduce the amount of principal owing under this Note.

In addition to any other rights of Lender under this Note, Holder, in the event of default, may set off against the Loan any debt or claim owed by Holder in any capacity to Maker, whether or not due, and upon event of default the set off shall automatically occur, with record entries to evidence the same made after occurrence of the automatic set off.

Time is of the essence of this Note. Failure to pay any sum due hereunder within ten (10) days of demand or to abide by or comply with any provisions of this Note shall constitute a default. If Maker becomes insolvent or bankrupt, or if Maker is dissolved, then the entire indebtedness evidenced by this Note shall be immediately due and payable, including accrued interest and fees.

If an event of default shall occur, Maker shall pay the Holder, in addition to the sums stated above, reasonable attorney's fees, which shall include attorney's fees for trial, appellate, bankruptcy, reorganization, and other proceedings, together with all other reasonable collection costs incurred, whether or not suit is brought. After maturity or default, this Note, and any judgment entered on account of this Note, shall bear interest at the highest rate permitted under then applicable law, whether now or hereafter in effect. No delay or omission on the part of Holder in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this Note.

Nothing contained herein, nor in any instrument or transaction related hereto, shall be construed or shall operate to require Maker to pay interest at a rate greater than the highest rate permissible under applicable law. Should any interest paid by Maker, or paid by any parties liable for the payment of the Loan, result in interest in excess of the highest rate permissible under applicable law, whether now or hereafter in effect, then any and all such excess shall be automatically credited against and paid in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by Holder hereof to Maker and any parties liable for the payment of the loan made pursuant to this Note.

Maker hereby waives presentment and protest, and waives notice of protest, notice of dishonor and any other notice, other than notice of demand for payment. Maker expressly consents to any and all extensions, modifications and renewals, in whole or in part and to all delays in time of payment or other performance which Holder may grant or permit at any time and from time to time, and to additions to, releases, reductions or exchanges of or substitutions for any collateral without limitation and without any notice to or further consent of Maker or any other person. This Note may be assigned by the Holder hereof.

Maker agrees and acknowledges that the laws of the State of Florida shall be applied in connection with this Note and that venue of any legal proceeding seeking enforcement of this Note shall exclusively lie in Hillsborough County, Florida.

For and in consideration of the funding of this Loan by Lender, Maker hereby agrees to cooperate or to re-execute any and all loan documentation deemed necessary or desirable in the Lender's discretion, in order to correct or to adjust for any clerical errors or omissions contained in any document executed in connection with this Loan.

Whenever used herein, the terms "Holder" and "Maker" shall be construed in the singular or plural as the context may require or admit.

Maker has executed this Note on the date first written above.

International Research Foundation for RSD / CRPS, Inc.

By:

Richard Hoffman, Ph.D., President

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2013, by Richard Hoffman, Ph.D., in his capacity as President of International Research Foundation for RSD / CRPS, Inc., a Florida non-profit corporation. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires:

Florida documentary stamp tax due hereon in the amount of \$140.00 has been paid.