

72434956-10

CONSENT, JOINDER AND SUBORDINATION OF LENDER

COMMUNITY BANK AND TRUST OF SOUTHEAST ALABAMA ("Lender"), is the owner and holder of the indebtedness secured by the following instruments (collectively, the "Loan Documents") executed by GATEWAY CENTRE, LLC ("Gateway"):

1. Real Estate Mortgage and Security Agreement granted by Gateway in favor of Lender dated February 22, 2008, and filed of record in the Probate Office of Mobile County, Alabama (the "Probate Office") in Deed Book 6348, Page 1524; and
2. Assignment of Rents and Leases granted by Gateway in favor of Lender dated February 22, 2008, and filed of record in the Probate Office in Deed Book 6348, Page 1532.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender joins in the execution of the foregoing Declaration of Easements and Restrictive Covenants (the "Agreement"), for the purpose of giving its consent to and approval of said Agreement, and subjecting and subordinating its rights under the Loan Documents to the covenants, conditions, restrictions, reservations, easements, and limitations on title created under the Agreement.

COMMUNITY BANK AND TRUST OF SOUTHEAST ALABAMA

By: Philip Wilkes
Its: SR Executive Vice President

STATE OF Alabama)
COUNTY OF Houston)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Philip Wilkes, whose name as SR Executive Vice President of Community Bank and Trust of Southeast Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as Such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 9th day of July, 2008.

(NOTARY SEAL)

William Rasponi
Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES AUG. 24, 2010

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