

**ACKNOWLEDGEMENT OF REPRESENTATION  
OF COMMUNITY BANK AND TRUST**

In connection with a loan in the original principal amount of \$2,600,000 from Community Bank and Trust ("CBT") to Gateway Centre, LLC ("Borrower") to facilitate the purchase by Borrower of certain real property located in Mobile County, Alabama from Sheenal, Inc. (the "Transaction"), Borrower acknowledges that the law firm of Balch & Bingham, LLP ("B&B") is acting solely as counsel for CBT in the Transaction and not for Borrower. This acknowledgement is executed and delivered by Borrower in connection with CBT's lending practices and B&B shall be entitled to rely on this acknowledgement with respect to its execution of that certain Representation Letter in favor of CBT.

GATEWAY CENTRE, LLC

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

Its: \_\_\_\_\_

*[Signature]*  
MEMBER

## REPRESENTATION LETTER

Community Bank & Trust  
of Southeast Alabama  
P.O. Box 311245  
Enterprise, AL 36331

RE: Gateway Centre, LLC

Date: February 22, 2008

Ladies and Gentlemen:

The undersigned attorney, acting on behalf of Balch & Bingham LLP, Attorneys at Law or individually if a sole practitioner (hereinafter "Firm"), hereby acknowledges that the Firm has been retained by Community Bank & Trust of Southeast Alabama (the "Bank") to represent the Bank in connection with the captioned extension of credit ("credit transaction") (whether a loan, letter of credit or other credit transaction) between the Bank and the Customer designated above. In connection with such representation the Firm will be preparing and/or reviewing various documentation to be utilized in connection with said credit transaction, including any Promissory Notes, Security Agreements and other security instruments, Financing Statements, loan and/or Line of Credit Agreements, Letters of Credit and other loan documentation. The Firm acknowledges that in preparing and/or reviewing said loan documentation and any involvement the Firm may have in discussions or other negotiations with the Customer in connection therewith, the Firm will be acting solely as attorney for the Bank and will not be acting as attorney for the Customer in connection with such credit transaction even if the Customer may otherwise be a client of the Firm. If the customer is a client of the Firm, the Firm agrees to obtain and provide to Bank an acknowledgment by the Customer that as to this credit transaction, the Firm will be acting solely as attorney for the Bank and not for the Customer.

It is understood by the Firm that the fees charged by the Firm and expenses incurred by the Firm in connection with such representation of the Bank may be paid directly by the Bank, may be disbursed from the proceeds of any loan closed in connection with credit transaction or may be paid directly by the Customer, and notwithstanding the party which may pay such fees and expenses or the manner or timing thereof, such shall not imply that the representation by the Firm is of any party to the credit transaction other than the Bank.

Sincerely,  
Balch & Bingham LLP

BY:

  
Jim Edwards