CFN # 107855522, OR BK 45317 Page 126, Page 1 of 13, Recorded 04/28/2008 at 02:04 PM, Broward County Commission, Doc M: $8632.40 Deputy Clerk 1037

327375
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

Prepared By: LA|CC

Principal Global Investors, LLC
801 Grand Avenue
Des Moines, Iowa 50392-1450
ATTN: Deidra Blin

CONSENT TO TRANSFER AND LOAN ASSUMPTION
Loan 753329

THIS CONSENT TO TRANSFER AND LOAN ASSUMPTION ("Consent") is entered into effective as of April 23, 2008 among (i) LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-TOP10 ("Lender"); (ii) LYONS TECH I, LLC, a Florida limited liability company ("Current Borrower"); (iii) 4701 JOHNSON ROAD, LLC, a Delaware limited liability company ("Proposed Borrower"); (iv) MALCOLM BUTTERS, an individual, the "Current Guarantor"); and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation for its PRINCIPAL U.S. PROPERTY SEPARATE ACCOUNT (if more than one, collectively "Proposed Guarantor").

WITNESSETH:

WHEREAS, Principal Life Insurance Company, an Iowa corporation ("Original Lender") provided Current Borrower a loan (the "Loan") in the original principal amount of $2,750,000.00, evidenced by a Renewal and Future Advance Secured Promissory Note dated December 12, 2002 (the "Note") and a Loan Agreement dated December 12, 2002 ("Loan Agreement"), from Current Borrower to Original Lender. The Loan is secured by a Renewed, Restated and Amended Mortgage and Security Agreement dated December 12, 2002 (the "Mortgage"), encumbering the property more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Premises") and recorded in Official Records Book 34249, page 1248 among the Public Records of Broward County, Florida (the "Public Records"), and an Amended and Restated Assignment of Leases and Rents dated December 12, 2002 (the "Assignment of Leases and Rents") recorded in Official Records Book 34249, page 1283 among the Public Records, and a Escrow Security Agreement dated December 12, 2002 ("Reserves Agreement"). The Note, Mortgage, Assignment of Leases and Rents, Loan Agreement and Reserves Agreement are, collectively with this Consent, hereinafter referred to as the "Loan Documents"; and

WHEREAS, Original Lender transferred its interest in the Note and other Loan Documents to Lender, and assigned its interests in the Mortgage and Assignment of Leases and

The current loan assumption amount is $2,466,357.94.

Rents to Lender, through an Assignment of Renewed, Restated and Amended Mortgage and Security Agreement dated April 29, 2003 and recorded in Book 35357, page 261 among the Public Records.

WHEREAS, Current Borrower and Proposed Borrower have requested that Lender consent to the transfer of Current Borrower's interest in the Premises to Proposed Borrower and Lender will consent to the transfer of Current Borrower's interest in the Premises to Proposed Borrower provided that: (i) Proposed Borrower enters into this Consent assuming Current Borrower's obligations under the Loan Documents; (ii) Proposed Borrower assumes the obligations of Current Borrower under that certain Environmental Indemnity Agreement dated December 12, 2002 ("Environmental Indemnity"); and (iii) Proposed Guarantor assumes all obligations of Current Guarantor under the Guaranty dated December 12, 2002 ("Guaranty").

NOW, THEREFORE, in consideration of the above Premises and of the benefits to be obtained by the covenants contained herein, and for other good, valuable and legal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Recitals. The Recitals hereinabove are incorporated herein by reference and made a part hereof. Capitalized terms used but not defined herein shall be defined in the Loan Documents.

2. Lender's Consent. Lender hereby consents to the transfer of all of Current Borrower's interest in the Premises to Proposed Borrower. Nothing herein shall in any way be construed to impair or affect the first lien priority of the Mortgage.

3. Assumption of Loan Document Obligations. Proposed Borrower hereby assumes all of Current Borrower's obligations under the Loan Documents and agrees to abide by the terms thereof. In addition, Proposed Borrower represents that the funds used to facilitate the purchase of the Premises are a capital contribution and are not secured, directly or indirectly, by an interest in the Proposed Borrower or other collateral assigned to the Lender.

4. Assumption of Environmental Indemnity Obligations. Proposed Borrower hereby assumes all of Current Borrower's obligations under the Environmental Indemnity as if Proposed Borrower had signed the original Environmental Indemnity and agrees to abide by the terms thereof. Notwithstanding the above, Proposed Borrower is not making any of the representations and warranties, as of the date hereof, provided in Section 2 of the Environmental Indemnity.

5. No Waiver. Lender's consent to the transfer of the Premises and assumption of all of Current Borrower's obligations under the Loan Documents by Proposed Borrower shall not be deemed to be a waiver of Lender's requirements for consent to any future transfer.

6. Transfer and Release. On the date that Proposed Borrower assumes the loan and acquires the ownership interest in the Premises from Current Borrower, which shall be the date hereof ("Transfer Date"), Current Borrower shall be released from all obligations under the Loan Documents except Current Borrower and Current Guarantor shall only remain liable to Lender its successors and/or assigns for any environmental indemnity obligations specified in the Environmental Indemnity for any Hazardous Material (as defined in the Environmental Indemnity introduced to the Premises prior to the Transfer Date and shall remain liable to Lender for any loss or damage to Lender arising from any fraud or willful misrepresentation by or on behalf of Current Borrower, Interest Owner(s) (as defined in the Loan Documents) or Current Guarantor regarding the Premises, the making or delivery of any of the Loan Documents or in any materials or information provided by or on behalf of Current Borrower, Interest Owner(s) or Current Guarantor, if any, in connection with the Loan.

7. Assumption of Guaranty. Proposed Guarantor hereby assumes all of Current Guarantor's obligations under the Guaranty as if Proposed Guarantor was the original guarantor thereunder and agrees to abide by the terms thereof. The notice address for the Guarantor shall be: Principal Life Insurance Company, c/o Principal Real Estate Investors, LLC, Attn: Jill Lauckner, 801 Grand Avenue, Des Moines, IA 50392.

8. Amendment to Guaranty. Section 7.a. of the Guaranty is hereby amended to read: Guarantor is and, until the Indebtedness is paid in full, will continue to (i) be a duly organized and validly existing entity in good standing under the laws of the state of its formation, (ii) be duly qualified as a foreign entity in each jurisdiction in which the nature of its business makes such qualification necessary or desirable, (iii) have the requisite power and authority to carry on its business as now being conducted, (iv) have the requisite power to execute, deliver and perform its obligations under this Guaranty, and (v) comply with the provisions of all of its organizational documents, and the Legal Requirements of the state of its formation.

9. Amendment to Loan Agreement. After Section 5.2A of the Loan Agreement, the following paragraph is added:

> Notwithstanding the above, so long as 4701 JOHNSON ROAD, LLC retains a blanket insurance policy which continues to meet the requirements outlined in paragraph 4 of the Mortgage, Lender will waive the Insurance Escrow. Further notwithstanding, upon an Event of Default or at Lender's sole discretion, Borrower shall deposit and pay to Lender the Insurance Escrow as stated in Section 5.2A hereinabove.

10. OFAC Compliance. Proposed Borrower and each Person or Entity owning an interest in Proposed Borrower is not and will not be (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, (ii) a person or entity with whom a citizen of the United States is prohibited to engage in

transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Proposed Borrower constitute or will constitute property of, or are or will be beneficially owned, directly or indirectly, by any means any Embargoed Person, defined as: any person, entity or government subject to trade restrictions under applicable U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Borrower is prohibited by applicable law or Borrower is in violation of applicable law ;). No Embargoed Person has or will have any interest of any nature whatsoever in Borrower (whether directly or indirectly). None of the funds of Borrower have been or will be derived from any unlawful activity with the result that the investment in Proposed Borrower is prohibited by law or that the Loan Documents and Environmental Indemnity are in or will be in violation of law. Proposed Borrower has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Proposed Borrower has complied and will continue to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Proposed Borrower has not and will not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Lender under the Loan Documents.

11. Indemnification of Costs for Documentary Stamp Taxes and Intangible Taxes. Proposed Borrower and Proposed Guarantor, jointly and severally, agree unconditionally to indemnify and to defend and to hold Lender harmless from and against any and all documentary stamp taxes and intangible taxes and other taxes, if any, imposed as a result of the execution, delivery and/or recording of this Consent (it being understood that any reference herein to documentary stamp taxes and intangible taxes includes any and all taxes, penalties, interest, attorneys' fees and other costs paid or incurred by Lender in connection therewith as provided herein below), and Proposed Borrower and Proposed Guarantor, jointly and severally, agree to pay any and all such documentary stamp taxes and intangible taxes upon demand. Notwithstanding the foregoing, Proposed Borrower may contest or appeal (an "Appeal") any assessment made by the State of Florida or any of its departments or agencies to pay documentary stamp taxes and intangible taxes provided that: (i) Proposed Borrower immediately advises Lender in writing of any notice of intent to make assessment or other administrative notice received from the Florida Department of Revenue (the "Department") or any other governmental agency; (ii) Proposed Borrower notifies Lender of its intent to Appeal at least ten (10) business days prior to the initial deadline for filing a written protest; (iii) Proposed Borrower provides Lender with copies of all materials filed with the Department or any other governmental agency in connection with such Appeal; and (iv) any such Appeal is otherwise conducted in full and complete compliance with all statutes, laws, rules and regulations governing such an Appeal including, by way of example but not limitation,

filing deadlines, the payment of any and all funds and/or the posting of any and all security which may be required in connection therewith. In the event the Appeal is unsuccessful and it is determined that documentary stamp taxes and/or intangible taxes are owed, or in the event that an Event of Default shall occur, then in either of such events, Proposed Borrower and Proposed Guarantor, jointly and severally, agree to pay any and all documentary stamp taxes and/or intangible taxes upon demand. In the event of a failure by Proposed Borrower and/or Proposed Guarantor to pay such documentary stamp taxes and intangible taxes in accordance with the terms hereof, the same shall, without limitation on other remedies herein, constitute a default under the Mortgage, and, should Lender elect to pay the same, all such charges, in addition to being due and owing to Lender upon demand, shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Loan Documents from the date of advance by Lender until paid by Proposed Borrower and/or Proposed Guarantor.

12. Notice. The Notice address to Proposed Borrower, as shown on the first page of the Mortgage, is hereby changed to read: Principal Life Insurance Company, c/o Principal Real Estate Investors, LLC, Attn: Jill Lauckner, 801 Grand Avenue, Des Moines, IA 50392.

13. Definition of Borrower. From and after the Transfer Date, wherever there is a reference to (i) the "Borrower" such term shall thereafter mean and refer to the Proposed Borrower, and (ii) the "Guarantor" such term shall thereafter mean and refer to the Proposed Guarantor.

14. Counterpart Execution. This Consent may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. Ratification. Except as herein specifically modified and consented to, the Loan Documents shall remain in full force and effect as written and nothing herein shall in any way be construed to impair or affect the first lien of the Mortgage.

16. General. This Consent shall be governed by the laws of the state where the Premises is located and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

17. Limitation on Liability. Lender acknowledges that the obligations of Principal Life Insurance Company, an Iowa corporation, for its Principal U.S. Property Separate Account, under this Consent are not general obligations of Principal Life Insurance Company, but are expressly limited to the assets of its U.S. Property Separate Account.

18. Joint and Several. If more than one, all obligations of Current Borrower, and Proposed Borrower and Current Guarantor and Proposed Guarantor hereunder are joint and several.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the parties have signed and sealed this agreement as of the date and year above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-TOP10

By: PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer its authorized signatory

By ______________________
Print: Kevin W. Burk
Title: CMBS Senior Underwriter
Date: ______________________

By ______________________
Print: ______________________
Title: Kevin F. Vaughan
Date: CMBS Senior Underwriter

[Executions and Acknowledgments Continue on Following Pages]

ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF POLK)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 31st day of March, 2008, by Kevin W. Burk and Kevin F. Vaughan, both, as CMBS Senior Underwriter of Principal Global Investors, LLC, a Delaware limited liability company, on behalf of the limited liability company, in its capacity as Primary Servicer its authorized signatory for LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR BENEFIT OF THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2003-TOP10, on behalf of the national association. He/She is personally known to me or presented a driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: M. Edith Lawrence
Notary Print: ______
Notary Public, State of ______
Commission No.: ______
My Commission Expires: ______

M. EDITH LAWRENCE
Commission Number 189370
My Commission Expires
March 25, 2009

[Executions and Acknowledgments Continue on Following Pages]

WITNESSES:	CURRENT BORROWER:
Laraine C. Weiss	LYONS TECH I, LLC,
Print: LARAINE C. WEISS	a Florida limited liability company
William B. Mason	By ________________________
Print: WILLIAM B. MASON	Malcolm Butters, Manager

WITNESSES:	CURRENT GUARANTOR:
Laraine C. Weiss	
Print: LARAINE C. WEISS	By ________________________
William B. Mason	Malcolm Butters, an individual
Print: WILLIAM B. MASON	

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 13TH day of March, 2008, by Malcolm Butters, as Manager of Lyons Tech I, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or presented a _________ driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: Laraine C. Weiss
Notary Print: ________________
Notary Public, State of ________________
Commission No.: ________________
My Commission Expires: ________________

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 13TH day of March, 2008, by Malcolm Butters. He is personally known to me or presented a _________ driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Florida

Notary Signature: Laraine C. Weiss
Notary Print: ________________
Notary Public, State of ________________
Commission No.: ________________
My Commission Expires: ________________

PROPOSED BORROWER:

4701 JOHNSON ROAD, LLC,
a Delaware limited liability company

By: Principal Life Insurance Company, an Iowa corporation, for its Principal U.S. Property Separate Account

By: Principal Real Estate Investors, LLC, a Delaware limited liability company, its authorized signatory

By: ______________________
Print: Brent M. Hoover
Title: Senior Acquisitions Consultant
Date: ______________________

By: Cara A. Stowe
Print: CARA A. STOWE
Title: Investment Director
Date: Asset Management

ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Polk)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 28th day of March, 2008, by Brent M. Hoover, as Senior Acquisitions Consultant* of Principal Real Estate Investors, LLC, a Delaware limited liability company, on behalf of the limited liability company, as authorized signatory for Principal Life Insurance Company, an Iowa corporation, for its Principal U.S. Property Separate Account, on behalf of the corporation. He/She is personally known to me or presented a driver's license as identification and did not take an oath.
*and Cara A. Stowe, as Investment Director, Asset Management

Notary Stamp/Seal:

Notary Signature: Dotty Tysseling
Notary Print: ______________________
Notary Public, State of ______________________
Commission No.: ______________________
My Commission Expires: ______________________

DOTTY TYSSELING
Commission Number 187359
My Commission Expires
November 4, 2008

[Executions and Acknowledgments Continue on Following Pages]

PROPOSED GUARANTOR:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, for its Principal U.S. Property Separate Account

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, its authorized signatory

By: Brent M. Hoover
Its ______ Brent M. Hoover
Senior Acquisitions Consultant

By: Cara A. Stowe
Its ______ CARA A. STOWE
Investment Director
Asset Management

STATE OF Iowa)

COUNTY OF Polk)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 28th day of March, 2008, by Brent M. Hoover, as ______ of Principal U.S. Property Account, a ______, on behalf of the ______. He/She is personally known to me or presented a driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature: ______
Notary Print: ______
Notary Public, State of ______
Commission No.: ______
My Commission Expires:

STATE OF IOWA)
)
COUNTY OF POLK)

On this 28th day of March, 2008, before me, the undersigned, a Notary Public in and for the said State, personally appeared Brent M. Hoover and Cara A. Stowe to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Senior Acquisitions Consultant and Investment Director, Asset Management, respectively, of PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, and that the seal affixed to the instrument is the seal of PRINCIPAL REAL ESTATE INVESTORS, LLC; that the instrument was signed and sealed on behalf of the corporation by PRINCIPAL REAL ESTATE INVESTORS, LLC, as authorized signatory of PRINCIPAL LIFE INSURANCE COMPANY, by authority of the Board of Directors of PRINCIPAL LIFE INSURANCE COMPANY; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of PRINCIPAL REAL ESTATE INVESTORS, LLC, as authorized signatories of said corporation, by it and by them voluntarily executed.

Dotty Tysseling
Notary Public in and for said State
My Commission Expires:
[Affix Notarial Stamp or Seal]

DOTTY TYSSELING
Commission Number 187359
My Commission Expires
November 4, 2008

EXHIBIT A
Legal Description
Loan 753329

PARCEL 1: FEE ESTATE

A PORTION OF PARCEL "B", OF LYONS CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 153, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST SOUTHEAST CORNER OF SAID PARCEL "B", THENCE SOUTH 44°35'44" WEST ALONG A NON-VEHICULAR ACCESS LINE AS SHOWN ON SAID PLAT, 42.43 FEET, THENCE SOUTH 89°36'21" WEST ALONG THE SOUTH LINE OF SAID PARCEL "B" (SAID LINE ALSO BEING ALONG A PORTION OF A NON-VEHICULAR ACCESS LINE OF SAID PLAT), 1,192.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B", THENCE NORTH 00°24'54" WEST, ALONG THE WEST LINE OF SAID PARCEL "B", 290.50 FEET, THENCE NORTH 89°36'21" EAST, 972.75 FEET, THENCE NORTH 00°24'54" WEST, 18.50 FEET, THENCE NORTH 89°36'21" EAST, 259.80 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL "B", THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "B" THE FOLLOWING TWO (2) COURSES (SAID LINE ALSO BEING A NON-VEHICULAR ACCESS LINE AS SHOWN ON SAID PLAT) 1) SOUTH 06°28'38" WEST, 79.56 FEET, 2) THENCE SOUTH 00°24'54" EAST, 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: EASEMENT ESTATE

NON-EXCLUSIVE EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LYONS CORPORATE PARK RECORDED IN OFFICIAL RECORDS BOOK 34294, PAGE 1166, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF DECLARANTS RIGHTS DATED April 1, 2008, RECORDED IN OFFICIAL RECORDS BOOK 45252, PAGE 156 OF THE AFORESAID PUBLIC RECORDS.

PARCEL 3:

EASEMENT RIGHTS AS SET FORTH IN RECIPROCAL EASEMENT AND OPERATION AGREEMENT, RECORDED 4/28/2008 IN OFFICIAL RECORDS BOOK 45316 PAGE 1977, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DB\pj\s:cms\blin\753329 Legal Description.doc
03/27/08