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**ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT**

THIS ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT, (this "**Assignment**"), dated as of the 29<sup>th</sup> day of April, 2003, by Principal Commercial Funding, LLC, a Delaware limited liability company, having an address at 711 High Street, Des Moines, Iowa 50392 ("**Assignor**"), in favor of 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-Top 10 ("**Assignee**"), located at 135 South LaSalle Street, Suite 1626, Chicago, IL 60674.

**WITNESSETH:**

WHEREAS, Assignor is the holder of that certain Mortgage and Security Agreement dated November 22, 2002, executed by Borrower in favor of Assignor and recorded on November 22, 2002 as Instrument No. 20021122000586340 in Shelby County, Alabama (as same may be amended, modified, renewed, added to and changed from time to time, the "**Mortgage**") secured by real property described and set forth in **Exhibit A** annexed hereto and made a part hereof;

WHEREAS, Assignor is also the owner and holder of that certain Assignment of Leases and Rents dated November 22, 2002, executed by Borrower in favor of Assignor and recorded on November 22, 2002 as Instrument No. 20021122000586350 in Shelby County, Alabama (as the same may be amended, modified, renewed, added to and changed from time to time (the "**ALR**");

WHEREAS, Assignor is also the owner and holder of that certain Secured Promissory Note executed by Calera Box, LLC ("**Borrower**") in favor of Assignor on November 22, 2002, in the amount of \$5,900,000.00 (the "**Pledged Note**");

WHEREAS, Assignor desired to assign to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

**Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mortgage and ALR, including, without limitation, all of Assignor's right, title and interest in and to the Pledged Note, and the moneys due and to grow due thereon with the interest, TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

**(SIGNATURE PAGE FOLLOWS)**



**EXHIBIT A**  
**753333**

**Lot 1, according to the Resurvey of Lots 3-6, Calera North Industrial Park, as recorded in Map Book 26 page 18 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. (Tax Parcel No. 28-2-04-0-001-009.000).**