

## CANTOR COMMERCIAL REAL ESTATE LENDING, L.P.

(Assignor)

to

Citibank, N.A., as trustee for the registered holders of CFCRE Commercial Mortgage Trust 2011-C1 Commercial Mortgage Pass-Through Certificates, Series 2011-C1 CCRE (Assignee)

## ASSIGNMENT AND ASSUMPTION OF INTEREST UNDER ASSIGNMENT OF LEASES AND RENTS

Dated:

As of April 28, 2011

Location:

2801 Riverview Road

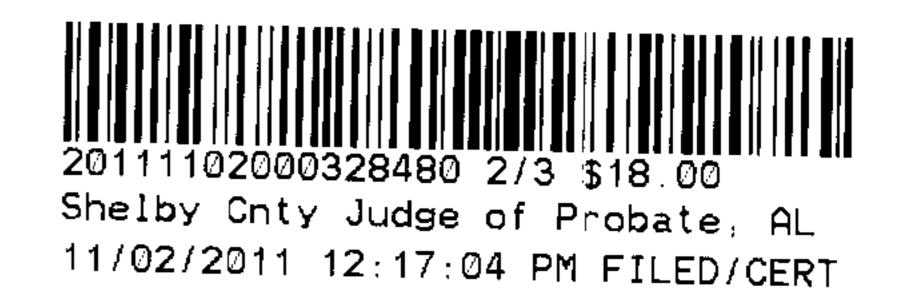
Birmingham, Alabama 35242

County:

Shelby

PREPARED BY AND UPON RECORDATION RETURN TO:

Alston & Bird LLP 101 South Tryon Street, Suite 4000 Charlotte, NC 28280-4000 Attn: Nachael L. Bright 265598



## ASSIGNMENT AND ASSUMPTION OF INTEREST UNDER ASSIGNMENT OF LEASES AND RENTS

FOR VALUE RECEIVED, CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership ("Assignor"), assigns, conveys, grants, sets over and transfers to Citibank, N.A., as trustee for the registered holders of CFCRE Commercial Mortgage Trust 2011-C1 Commercial Mortgage Pass-Through Certificates, Series 2011-C1 ("Assignee"), all of Assignor's right, title and interest, if any, in and to that certain Assignment of Leases and Rents made by 2801 Riverview, LLC, a Georgia limited liability company ("Borrower") in favor of Assignor, dated as of February 23, 2011 and recorded on February 25, 2011 in the Shelby County, Alabama Recorder's Office as Instrument No. 20110225000065260 (the "Assignment of Leases");

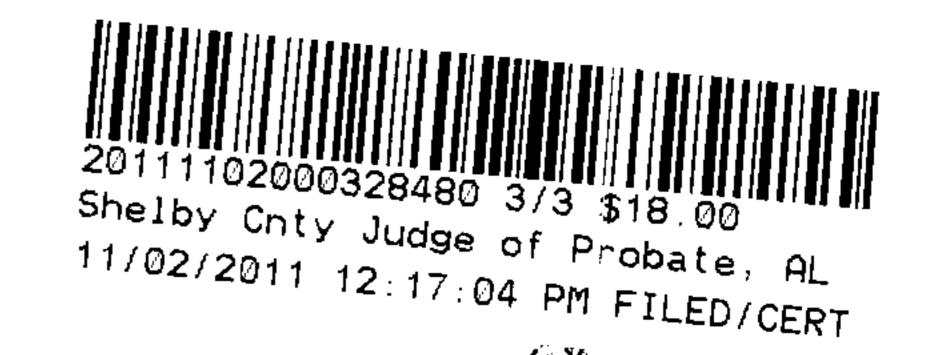
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that, except as otherwise expressly set forth herein, this Assignment of Assignment of Leases and Rents (this "Assignment") is made by Assignor and assumed and accepted by Assignee without any guarantee, representation or warranty of any kind on the part of Assignor and without recourse to Assignor in any event or for any cause, and Assignee hereby releases Assignor from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements) suffered or incurred by Assignee arising from or in connection with this Assignment.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the  $\frac{25^{\circ}}{2000}$  day of  $\frac{2000}{2000}$ , 2011.

## CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership

By: Name: Robert Barnes
Title: Managing Director

**ACKNOWLEDGMENT** 

STATE OF TONGHA	
COUNTY OF HUTCH	) ss.: )
On the Alay of Alay	in the year $20$ , before me, the undersigned, personally
appeared MINITUAL CONTRACTOR OF THE PARTY OF	mb, personally known to me on the basis of
satisfactory evidence to be the indiv	vidual whose name is subscribed to the within instrument and
	executed the same in his/her capacity, and that by his/her
signature on the instrument, the in	dividual, or the person upon behalf of which the individual

acted, executed the instrument, and that said individual made such appearance before the undersigned in the County of \_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_.

Notary Public in and for the State of UT HYTH

My commission expires: