

[Alabama]

Prepared by and after Recording, return to:
SBA Network Services, Inc.
ATTN: Recording Clerk
5900 Broken Sound Parkway, N.W.
Boca Raton, Florida 33487
(800) 487-7483

Document 5 of 5

**NOTICE OF RESIGNATION OF TRUSTEE, NOTICE OF APPOINTMENT OF
SUCCESSOR TRUSTEE AND ASSIGNMENT OF MORTGAGE AND ASSIGNMENT
OF LESSOR'S INTEREST IN LEASES**

This NOTICE OF RESIGNATION OF TRUSTEE, NOTICE OF APPOINTMENT OF SUCCESSOR TRUSTEE AND ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "**Instrument**"), is executed as of April 16, 2010, between BANK OF AMERICA, N.A., successor by merger to LASALLE BANK NATIONAL ASSOCIATION, with an address at 540 W. Madison Street, Mailcode IL4-540-18-04, Chicago, Illinois 60661, acting alone or through one or more of its branches as, among other roles, the Trustee (in such capacities, "**Resigning Trustee**") under that certain Loan Agreement (as defined below), and DEUTSCHE BANK TRUST COMPANY AMERICAS, with an address at 60 Wall Street, New York, New York 10005, Attn: TSS-Alternative and Structured Finance Services ("**Successor Trustee**"). We refer to the Amended and Restated Loan and Security Agreement, dated as of November 18, 2005, as amended by that certain First Loan and Security Agreement Supplement dated as of November 18, 2005, that certain Second Loan and Security Agreement Supplement and Amendment dated as of November 6, 2006, that certain Third Loan and Security Agreement Supplement and Amendment dated as of April 16, 2010 and that certain Fourth Loan and Security Agreement Supplement and Amendment dated as of April 16, 2010 (as so amended, the "**Loan Agreement**"), among SBA Properties, Inc., as borrower ("**Borrower**"), any additional borrower or borrowers that become a party thereto, and Resigning Trustee, as lender. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Loan Agreement.

In connection with the Loan Agreement, the mortgages and the assignments of lessor's interest in leases described on Schedule I attached hereto (the "**Security Instruments**") were granted by the mortgagor referred to on such Schedule (the "**Mortgagor**") to Resigning Trustee, which Security Instruments cover the real property more particularly described in the Security Instruments.

In accordance with the Trust Agreement referred to in the Loan Agreement (the "**Trust Agreement**") and pursuant to the Notice of Resignation, dated as of April 16, 2010 (the "**Resignation Notice**"), Resigning Trustee has resigned, effective as of April 16, 2010 (such action, the "**Resignation**" and such date, the "**Resignation Date**"), as the Trustee, and has been discharged from its duties under the Security Instruments, and as of the Resignation Date Successor Trustee has succeeded to and been vested with all the rights, powers, privileges and duties of the Trustee under the Security Instruments.

1. Subject to, and in order to effectuate the terms and intent of, the Resignation, effective from and after the Resignation Date:

(a) Resigning Trustee assigns to Successor Trustee, and Successor Trustee assumes, all of Resigning Trustee's right, title and interest as Trustee, if any, in and to the Security Instruments, all liens and security interests created under the Security Instruments and the property encumbered by the Security Instruments, including all authority in enforcing, releasing, or assigning the Security Instruments;

(b) Successor Trustee shall have the exclusive right, power, and authority to exercise all rights, remedies, powers, and authority that the Security Instruments would have permitted Resigning Trustee to exercise, all without any joinder, confirmation, or ratification by Resigning Trustee; and

(c) Wherever the Security Instruments refer to Resigning Trustee, such reference shall be deemed to refer instead to Successor Trustee.

2. Each of the foregoing assignments is made without representation, warranty, or recourse of any kind under this Instrument. Any such representations, warranties, or recourse shall be limited to the express terms of the Loan Agreement and the Trust Agreement.

3. This Instrument may be executed by one or more of the parties to this Instrument on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

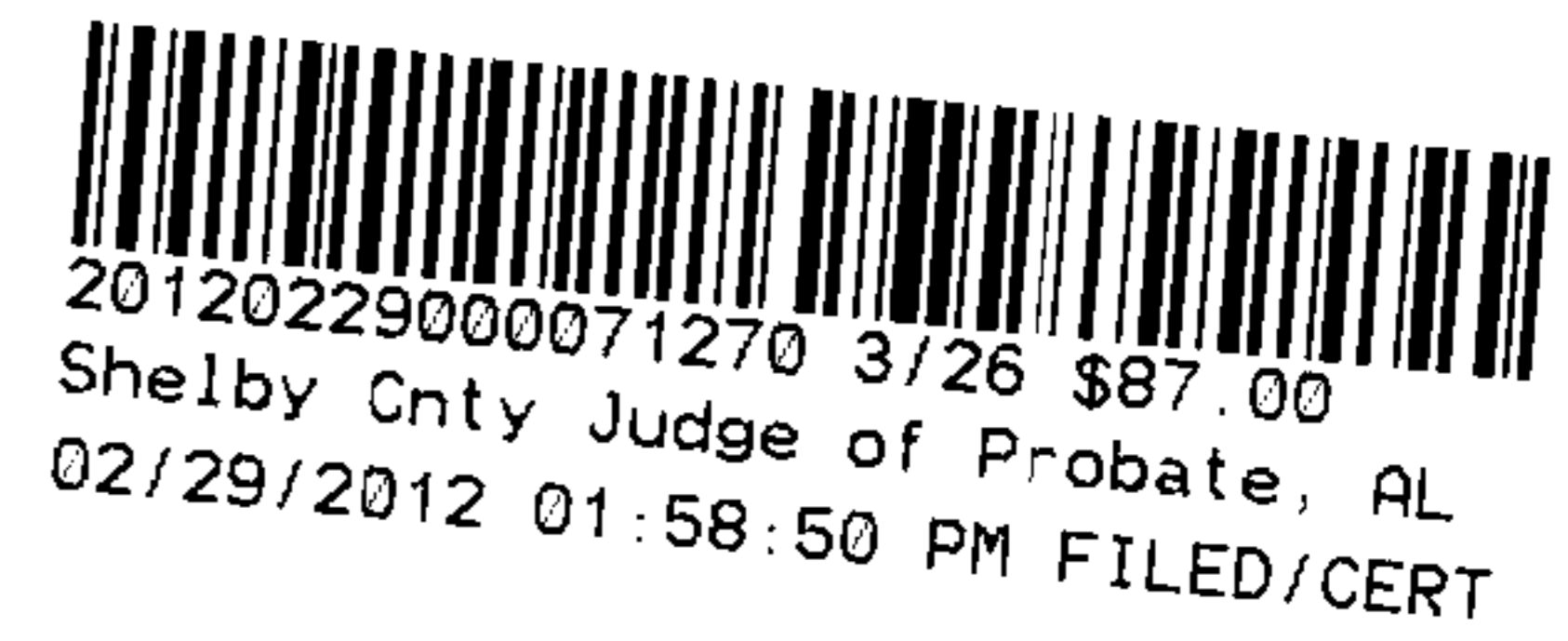
4. Any provision of this Instrument which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

5. Neither this Instrument nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Instrument shall be governed by, and construed in accordance with, the laws of the State or Commonwealth in which the real property covered by the Security Instruments is located.

IN WITNESS WHEREOF, Resigning Trustee and Successor Trustee have executed this Instrument as of the date first above-written.

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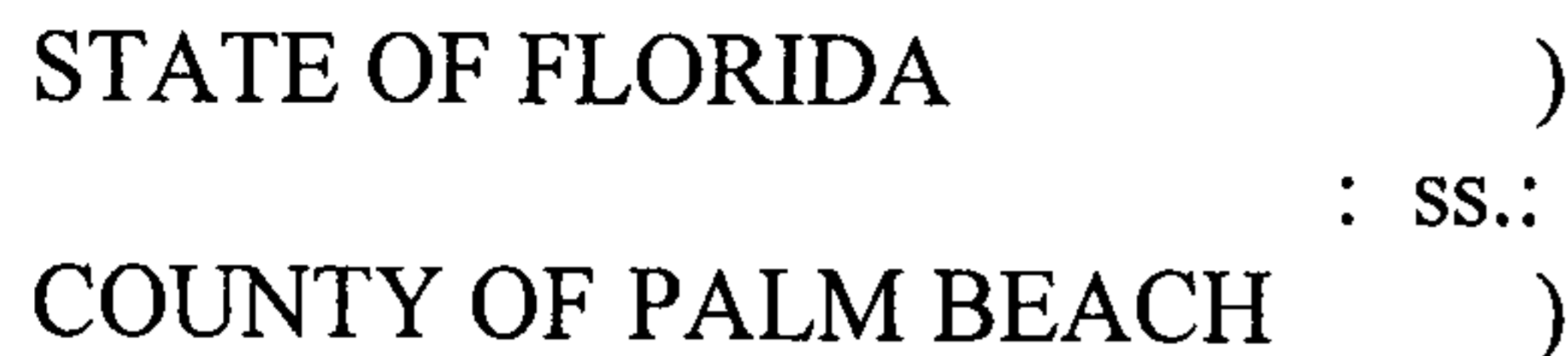


BANK OF AMERICA, N.A., successor by merger to LaSalle Bank
National Association, as Resigning Trustee

By: Midland Loan Services, Inc. as servicer for Bank of America,
N.A., successor by merger to LaSalle Bank National Association,
Resigning Trustee, under Limited Power of Attorney dated as of
April 16, 2010 (and not in its individual capacity)

By: SBA Depositor LLC (formerly SBA CMBS-1 Depositor LLC), as agent for Midland Loan Services, Inc. as servicer, under Limited Power of Attorney dated as of April 16, 2010 (and not in its individual capacity)


By: Thomas P. Hunt
Name: Thomas P. Hunt
Title: Senior Vice President and General Counsel





20120229000071270 5/26 \$87.00
Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Successor Trustee

By: 
Name: EILEEN M HUGHES
Title: DIRECTOR

By: 
Name: MARK ESPOSITO
Title: ASSOCIATE

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF New York)
COUNTY OF New York : ss.:)

ACKNOWLEDGMENT

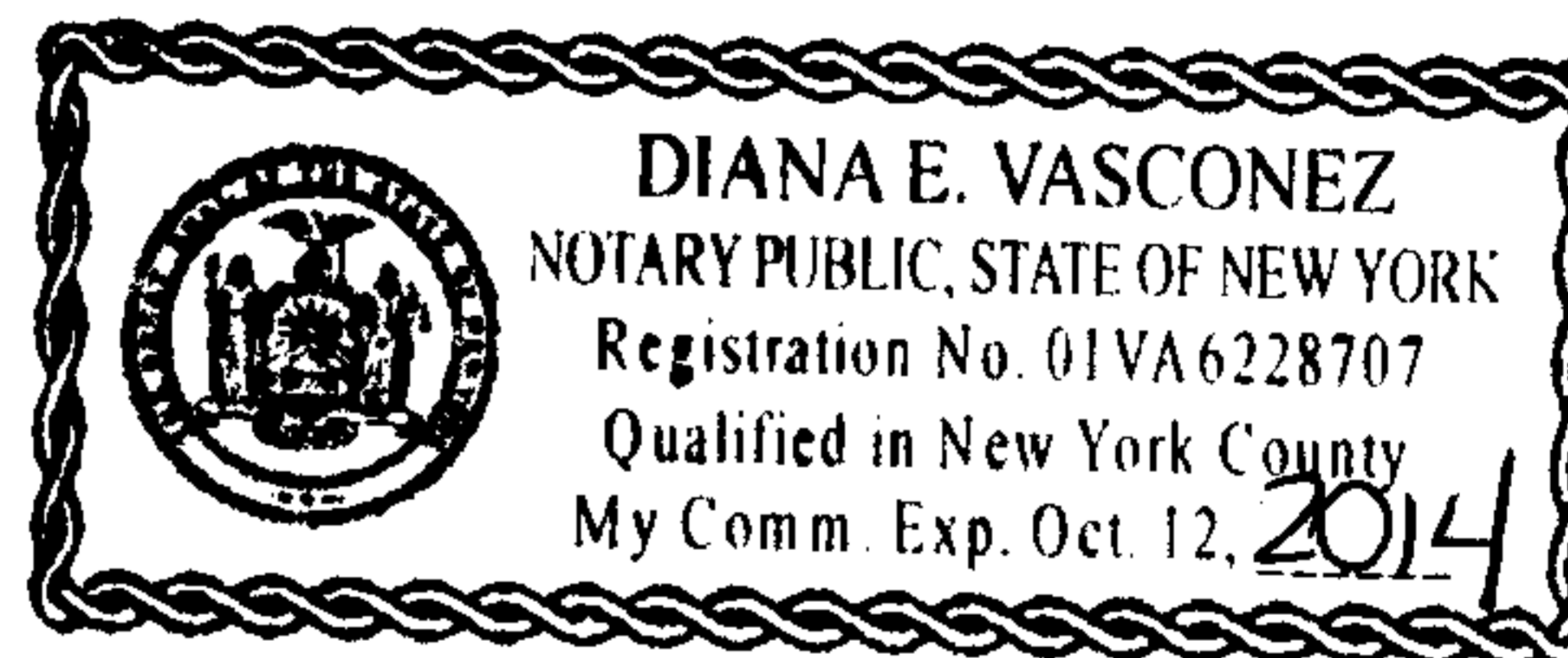
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eileen Hughes, whose name as Director of DEUTSCHE BANK TRUST COMPANY AMERICAS is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents 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 seal on this the 15th day of August, 2011.

Diana E. Vasconez
Notary Public

(SEAL)

My Commission Expires: _____



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Shelby Cnty Judge of Probate, AL
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STATE OF New York)
COUNTY OF Bronx : ss.:)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark Esposito, whose name as Associate of DEUTSCHE BANK TRUST COMPANY AMERICAS is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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.

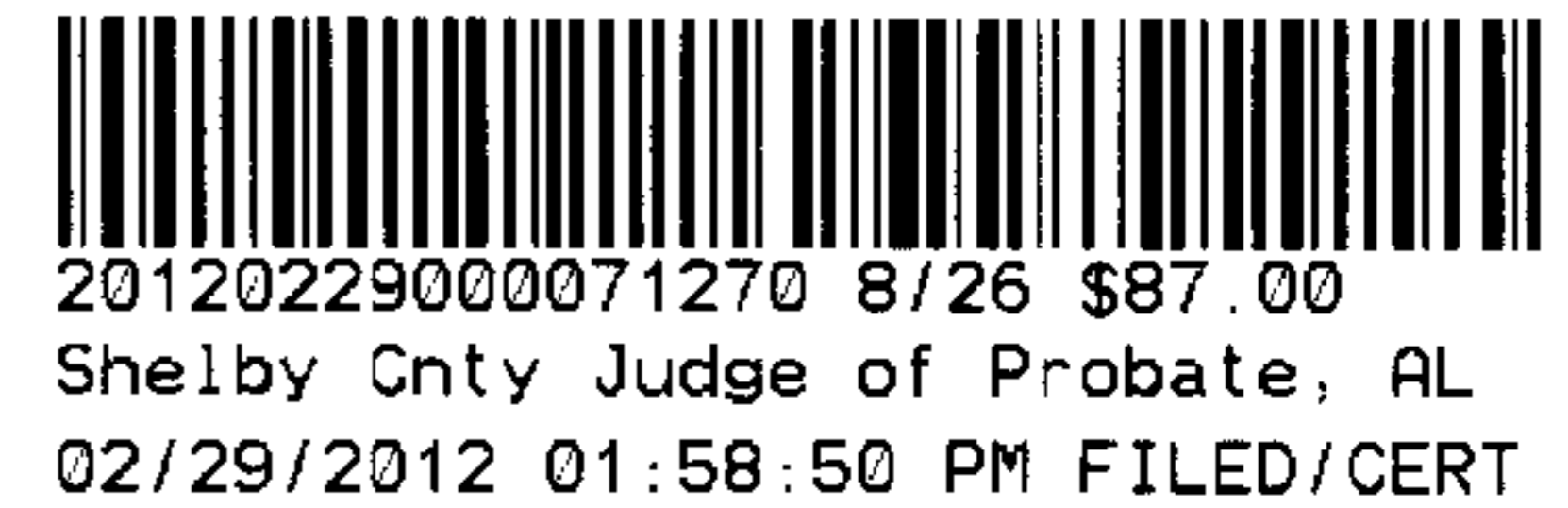
Given under my hand and seal on this the 15th day of August, 2011.

Winsome Ferguson
Notary Public

(SEAL)

My Commission Expires: 3/3/2015





SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL03074-S

A. Mortgage/Deed of Trust/Deed to Secure Debt

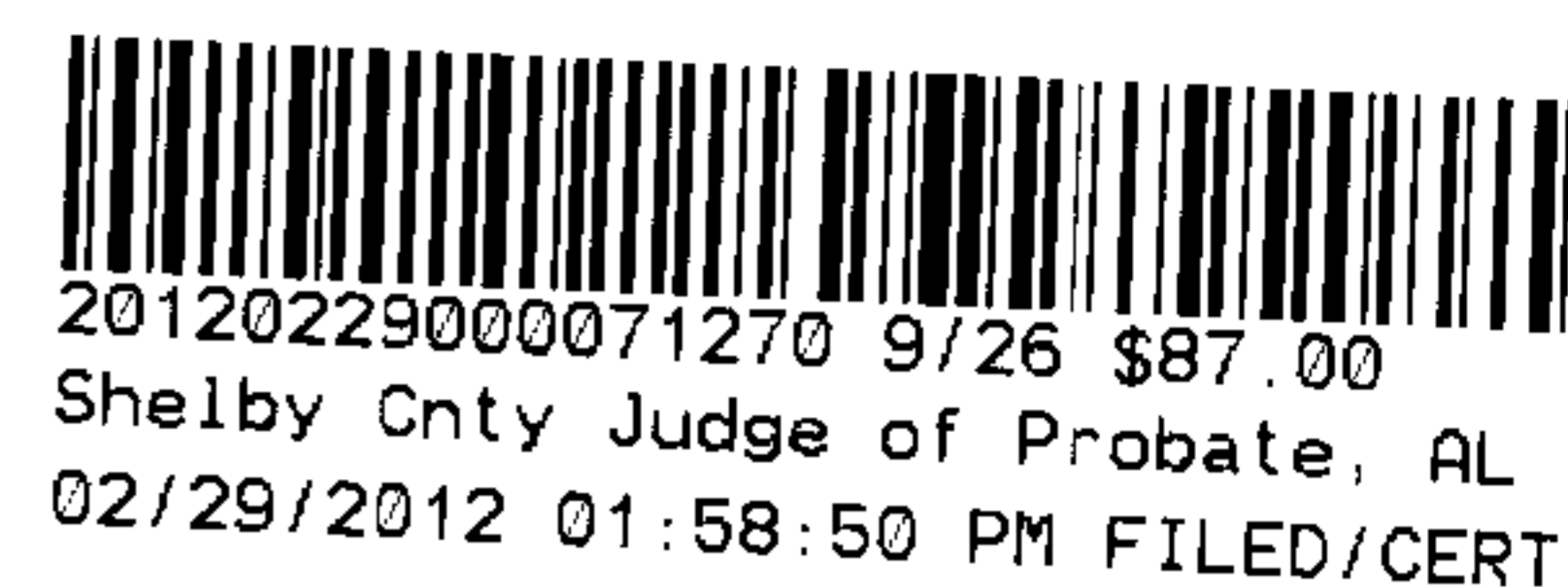
Mortgagor/Trustor/Grantor: SBA Towers, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: 6/30/2003
Recording Date: 7/18/2003
Document Number: File # 20030718000459330

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: # 20040305000115450

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Towers, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: #20040305000115460



D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.

Assignee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information:

E. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.

Mortgagee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information:

F. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information:

G. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt

Grantor: SBA PROPERTIES, INC.

Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 6, 2006

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information: Bk /Pg



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Schedule A

FEE OWNED

Begin at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, T 21 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the South line thereof 649.51 feet; thence 114 degrees 5 minutes 15 seconds left run Northwesterly for 159.81 feet; thence 90 degrees 00 minutes 00 seconds left run Southwesterly for 183.20 feet; thence 90 degrees 00 minutes 00 seconds right run Northwesterly for 355.59 feet to the southeasterly right of way of Alabama State Highway 70; thence 87 degrees 10 minutes 18 seconds left run Southwesterly along said right of way for 282.54 feet; thence 67 degrees 3 minutes 40 seconds left run Southerly for 293.43 feet to the point of beginning. According to updated survey of Thomas F. Simmons, RLS #12945.
Containing 3.42 Acres more or less.

SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL07245-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

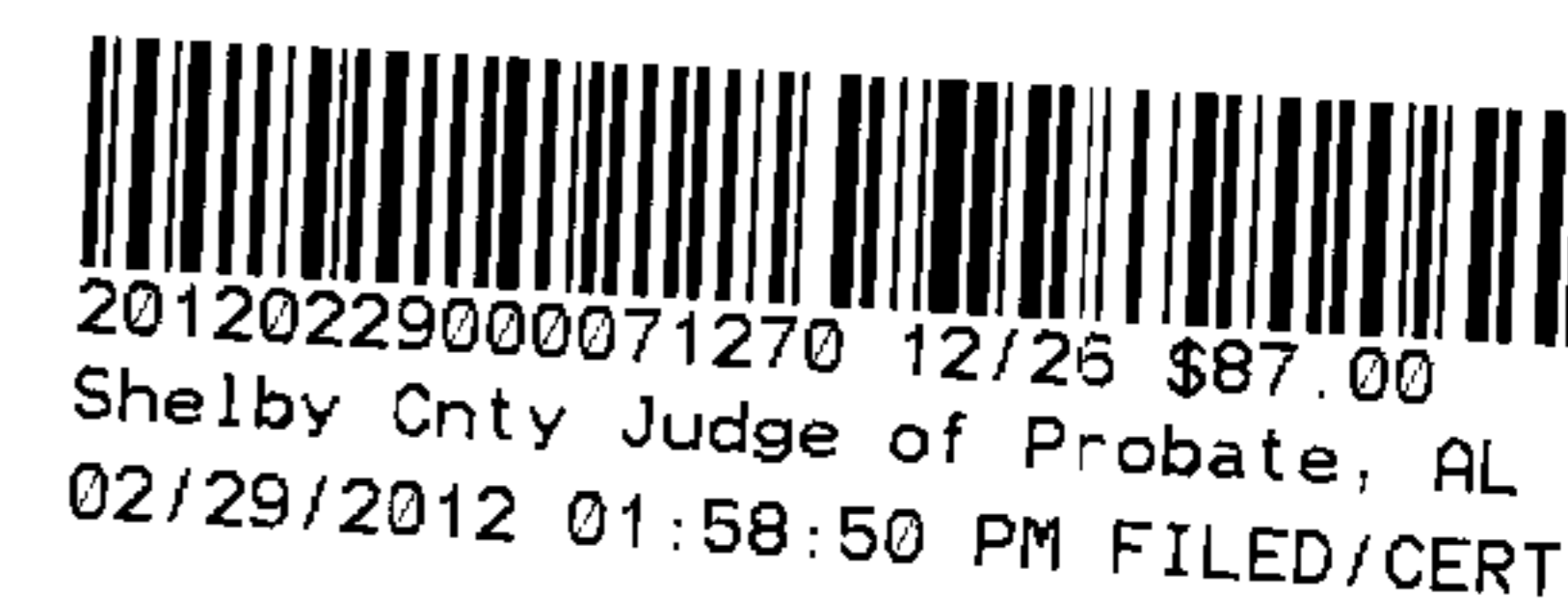
Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: 1/30/2004
Recording Date: 6/1/2004
Document Number: 20040601000289010
Book:
Page: 1

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.
Assignee: SBA CMBS-1 DEPOSITOR LLC
Dated: November 18, 2005
AS RECORDED PRIOR HERETO
Recording Date:
Recording Information:

C. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.
Mortgagee: SBA CMBS-1 DEPOSITOR LLC
Dated: November 18, 2005
AS RECORDED IMMEDIATELY PRIOR HERETO
Recording Date:
Recording Information:



D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC
Assignee: LASALLE BANK NATIONAL ASSOCIATION
Dated: November 18, 2005
AS RECORDED IMMEDIATELY PRIOR HERETO
Recording Date:
Recording Information:

E. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt

Grantor: SBA PROPERTIES, INC.
Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION
Dated: November 6, 2006
AS RECORDED IMMEDIATELY PRIOR HERETO
Recording Date:
Recording Information: Bk /Pg

Schedule A

Leasehold Interest

A parcel of land lying in the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 1" crimp pipe at the Northeast corner of said Quarter-Quarter; thence run North 89 deg. 31 min. 47 sec. West, a distance of 303.90 feet to a 5/8" capped rebar set being the point of beginning; thence run South 06 deg. 57 min. 04 sec. West a distance of 74.42 feet to a 5/8" capped rebar set; thence run South 68 deg. 08 min. 29 sec. West a distance of 174.46 feet to a 5/8" capped rebar set; thence run South 06 deg. 57 min. 04 sec. West a distance of 179.27 feet to a 5/8" capped rebar set; thence run North 83 deg. 02 min. 56 sec. West a distance of 60.00 feet to a 5/8" capped rebar set; thence run North 06 deg. 57 min. 04 sec. East a distance of 185.47 feet to a 5/8" capped rebar set; thence run North 52 deg. 44 min. 15 sec. West a distance of 158.97 feet to a 5/8" capped rebar set; thence run North 06 deg. 57 min. 04 sec., East a distance of 32.29 feet to a 5/8" capped rebar set on the north line of said Quarter-Quarter; thence run South 89 deg. 31 min. 47 sec. East along said north line a distance of 352.35 feet to the point of beginning, and lying in the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

Non-Exclusive
Access Easement:

An easement for ingress and egress being 30 feet in width, encompassing an existing gravel drive and lying in the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 1" crimp pipe at the Northeast corner of the SW 1/4 of said SE 1/4; thence run North 89 deg. 31 min. 47 sec. West a distance of 303.90 feet to a 5/8" capped rebar set being the point of beginning of an easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence run along the centerline of an existing gravel drive the following courses and distances: North 60 deg. 35 min. 37 sec. East a distance of 41.01 feet to a point; thence North 74 deg. 13 min. 37 sec. East a distance of 128.78 feet to a point; thence North 34 deg. 17 min. 52 sec. East a distance of 330.44 feet to a point; thence North 64 deg. 18 min. 51 sec. East a distance of 84.53 feet, more or less, to a point on the west right of way of Shelby County Highway 331, being the point of ending, and lying in the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL
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SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL07264-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

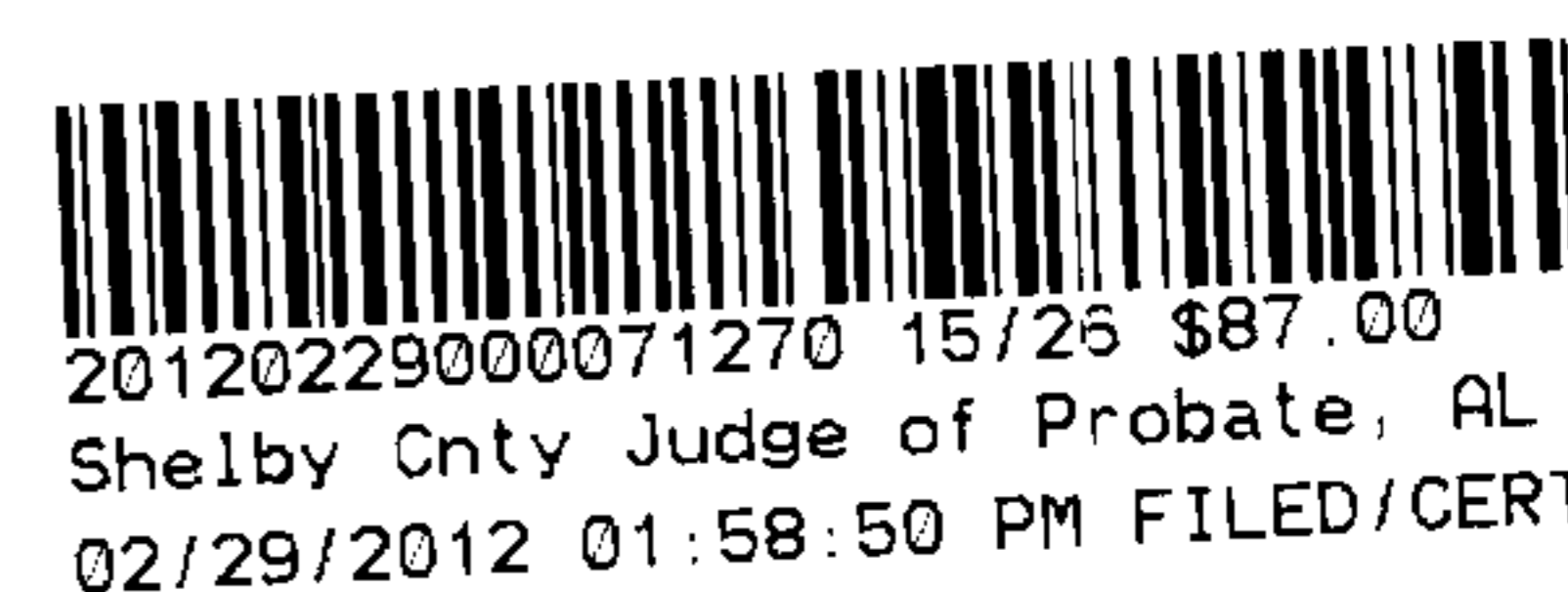
Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: 6/30/2003
Recording Date: 7/18/2003
Document Number: File# 20030718000459340

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: #20040305000115440

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/6/2004
Recording Information: # 2004030500015470



D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.

Assignee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

AS RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information: 20120229000071236

E. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.

Mortgagee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

AS RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information: 20120229000071240

F. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

AS RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information: 20120229000071250

G. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt

Grantor: SBA PROPERTIES, INC.

Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 6, 2006

AS RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information: Bk /Pg 20120229000071260

Schedule A

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Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

LEASE AREA:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) and the point of Beginning; thence run South 00 deg. 22 min. 57 sec. East a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 89 deg. 46 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 00 deg. 22 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 89 deg. 46 min. 57 sec. East a distance of 100.00 feet to the Point of Beginning.

40 foot Ingress/Egress & Utility Easement:

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:


Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run South 89 deg. 46 min. 57 sec. West along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 00 deg. 22 min. 57 sec. East along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run North 63 deg. 03 min. 56 sec. West a distance of 53.06 feet to a point; thence run South 83 deg. 09 min. 39 sec. West a distance of 30.10 feet to a point; thence run North 54 deg. 34 min. 04 sec. West a distance of 18.02 feet to a point; thence run North 03 deg. 55 min. 02 sec. West a distance of 46.85 feet to a point; thence run North 01 deg. 54 min. 59 sec. West a distance of 261.82 feet to a point; thence run North 02 deg. 36 min. 18 sec. East a distance of 103.81 feet, more or less to a point on the south right of way of said County Road No. 26 and the Point of Ending. Said easement lies in the NW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama.



Prepared by Midland Loan Services, Inc.

When recorded return to:
SBA CMBS-1 Depositor LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
Attn: Legal Dept.

CFN 20100219429
OR BK 23900 PG 0372
RECORDED 06/14/2010 16:31:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0372 - 374; (3pgs)


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Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Bank of America, N.A. as successor by merger to LaSalle Bank National Association, a national banking association organized and existing under the laws of the United States and having its place of business located at 540 West Madison Street, Mailcode IL4-540-18-04, Chicago, Illinois, 60661, as Trustee (the "Trustee") pursuant to a Trust and Servicing Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and among SBA CMBS-1 Depositor LLC, a Delaware limited liability company as Depositor (the "Depositor"), Midland Loan Services, Inc., a Delaware corporation, as Servicer (the "Servicer") and Bank of America, N.A., as successor by merger to LaSalle Bank National Association, as Trustee hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans (the "Mortgage Loans") serviced by the Servicer pursuant to the Trust Agreement and the Amended and Restated Loan and Security Agreement dated November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Depositor and SBA Properties, Inc., a Florida corporation (the "Initial Borrower"), solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages, leasehold mortgages, open-end mortgages, open-end leasehold mortgages, deeds of trust, leasehold deeds of trust, trust deeds, leasehold trust deeds, deeds to secure debt, credit line mortgages, leasehold credit line mortgages, credit line deeds of trust, leasehold credit line deeds of trust, advance money mortgages, advance money leasehold mortgages, assignments of leases and rents, assignments of lessor's interest in rents, security agreements and fixture filings (collectively, the "Mortgages"), retail installment contracts ("other security instruments") and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned has acted as Trustee under the Trust Agreement for various Certificateholders for SBA CMBS Trust (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage and/or assignment of the Mortgage). Pursuant to Section 3.01(b) of the Trust Agreement, the Servicer has requested that the Trustee grant to the Servicer this Limited Power of Attorney which is necessary to enable the Servicer to carry out certain of its servicing and administrative duties under the Trust Agreement.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Trust Agreement or the Loan Agreement shall be construed to the contrary:

1. The full or partial satisfaction, cancellation, release or discharge of the Mortgages in respect of each "Site" as defined in the Trust Agreement and related collateral (each, a "Site") identified in Annex A to that certain letter dated March 4, 2010 from SBA Properties, Inc., SBA Sites, Inc. and SBA Structures, Inc. to Midland Loan Services, Inc. and LaSalle Bank National Association (the "Release Letter"; the Sites so released, the "Released Sites").
2. The execution and recording of Notices of Resignation of Trustee and Appointment of New Trustee with respect to each Mortgage in respect of the Sites.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all the Limited Power of Attorney shall commence and continue in full force and effect from the date hereof until the earliest occurrence of any of the following events, unless sooner revoked in writing by the Trustee: (a) the suspension or termination of this Limited Power of Attorney by the Trustee in writing; (ii) the appointment of a receiver or conservator with respect to the business of the Servicer; (iii) the filing of a voluntary or involuntary petition in bankruptcy by or against the Servicer; (iv) the date the Servicer is no longer the Servicer under the Trust Agreement; or (v) the date all instruments of satisfaction or cancellation, or of partial or full release or discharge and any and all other comparable instruments, with respect to each Mortgage Loan and each Site described in the Release Letter have been prepared, completed, executed, delivered, recorded and filed.

The Trustee acknowledges that Servicer intends to execute and deliver a limited power of attorney in favor of Depositor relating to the same powers and authority granted to the Servicer pursuant to this Limited Power of Attorney. The Trustee agrees that the execution and delivery by the Servicer of such limited power of attorney in favor of the Depositor is permitted under this Limited Power of Attorney.

This Appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power or attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Trust Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding brought against Bank of America, N.A. as successor by merger to LaSalle Bank National Association as Trustee for the applicable trust, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of Bank of America, N.A. as successor by merger to LaSalle Bank National Association as Trustee, then the Servicer shall forward a copy of same to the Trustee within a reasonable period of time.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Trust Agreement or to allow the Servicer to take any action with respect to Mortgages or Mortgage Notes not authorized by the Trust Agreement. Notwithstanding anything contained herein to the contrary, the Servicer shall not, without the Trustee's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgage Loan solely under the Trustee's name without indicating the Servicer in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties) solely under the Trustee's name, (iii) engage counsel to represent the Trustee in any action, suit or proceeding not directly relating to the servicing of a Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any Mortgage Loan Seller for breaches of representations and warranties), or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that actually causes, the Trustee to be registered to do business in any state.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 15th day of April, 2010.

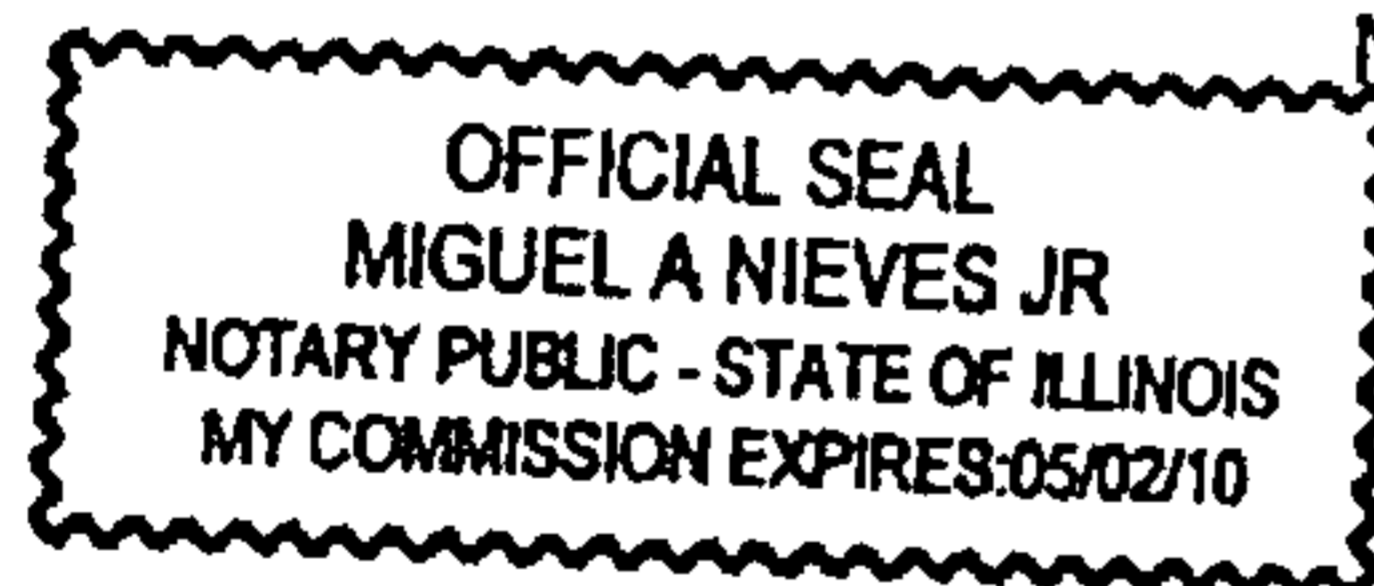
Bank of America, N.A., successor by merger to LaSalle Bank National Association, a national banking association, not in its individual capacity but solely in its capacity as Trustee for SBA CMBS Trust

By: Thais Hayum
Name: Thais Hayum
Title: Assistant Vice President

STATE OF ILLINOIS
COUNTY OF COOK

On April 15th, 2010 before me, the undersigned, a Notary Public in and for said state, personally appeared Thais Hayum, Assistant Vice President of Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for the SBA CMBS Trust, personally known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.
(Seal)



Miguel A. Nieves Jr
Notary Public, State of Illinois



Book23900/Page374

Page 3 of 3

I hereby certify that the foregoing is a true copy
of the record in my office this day, Sep 13, 2010.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Sharon R. Bock Deputy Clerk

Prepared by SBA CMBS-1 Depositor LLC
When recorded return to:
SBA CMBS-1 Depositor LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
Attn: Legal Dept.

CFN 20100219428
OR BK 23900 PG 0365
RECORDED 06/14/2010 16:31:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0365 - 371; (7pgs)

LIMITED POWER OF ATTORNEY
TO SBA CMBS-1 DEPOSITOR LLC
FROM MIDLAND LOAN SERVICES, INC.
PURSUANT TO THAT CERTAIN LIMITED POWER OF ATTORNEY
TO MIDLAND LOAN SERVICES, INC.
FROM BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, TRUSTEE FOR
SBA CMBS TRUST

20120229000071270 20/25 \$87.00
Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

KNOW ALL BY THESE PRESENTS:

WHEREAS, SBA CMBS-1 Depositor LLC, as Depositor ("Depositor"), Midland Loan Services, Inc., as Servicer ("Servicer"), and Bank of America, N.A., as successor by merger to LaSalle Bank National Association, as Trustee ("Trustee"), entered into a Trust and Servicing Agreement (as amended, supplemented or otherwise modified from time to time, the "TSA") dated as of November 18, 2005, pertaining to a securitization trust formed for the benefit of the certificateholders of securities issued by SBA CMBS Trust (the "Certificateholders"), and which provides in part that Servicer shall administer and service the Mortgage Loans (as defined in the TSA) for the benefit of the Certificateholders in accordance with, among other things, the express terms of the TSA and the Mortgage Loans;

WHEREAS, the Mortgage Loans were made under that certain Amended and Restated Loan and Security Agreement dated November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Depositor, as lender, and SBA Properties, Inc., a Florida corporation (the "Initial Borrower");

WHEREAS, pursuant to the terms of the TSA, Servicer is granted certain powers, responsibilities and authority in connection with its servicing and administration of the Mortgage Loans subject to the terms of the TSA;

WHEREAS, certain borrower parties have provided notice of intent to release certain Sites and, pursuant to Section 3.01(b) of the TSA, Trustee has granted to Servicer a Limited Power of Attorney (the "Trustee POA") to enable Servicer to execute and deliver, on behalf of Trustee, those certain release and/or satisfaction documents and instruments required to release the Mortgages in respect of each "Site" as defined in the TSA and related collateral (each a "Site") identified in Annex A to that certain letter dated March 4, 2010 from SBA Properties, Inc., SBA Sites, Inc. and SBA Structures, Inc. to Midland Loan Services, Inc. and LaSalle Bank National Association (the "Release Letter"; the Sites so released, the "Released Sites").

WHEREAS, Trustee has also granted to Servicer a limited power of attorney in connection with the execution and recording of Notices of Resignation of Trustee and Appointment of New Trustee with respect to each Mortgage in respect of the Sites (including but not limited to the Released Sites) as set forth in the Trustee POA; and

WHEREAS, the Servicer desires to grant to the Depositor, as lender under the Loan Agreement, this Limited Power of Attorney to enable Depositor to execute and deliver, on behalf of Servicer acting on behalf of Trustee, those certain release and/or satisfaction documents and instruments required to release the applicable mortgage documents of record in accordance with the Release Letter and the Notices of Resignation of Trustee and Appointment of New Trustee as set forth in the Trustee POA.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

Midland Loan Services, Inc., a Delaware corporation with corporate offices at 10851 Mastin Boulevard, Suite 700, Overland Park, Kansas 66210, as servicer of the above referenced securitization trust under the TSA (in such capacity hereinafter called the "Servicer" and not in its corporate capacity), does make, constitute and appoint the Depositor as Servicer's true and lawful agent and attorney in fact (with only such power and authority as is expressly enumerated and hereby conferred) with respect to the Mortgage Loans and each Site held by Trustee to secure the obligations of the Mortgage Loan in its capacity as Trustee, and in Servicer's name, place and stead, to prepare, complete, execute, deliver, record and file on behalf of the Certificateholders and Trustee (i) any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and any and all other comparable instruments, with respect to each Site described in the Release Letter including, without limitation, full or partial releases, cancellations, or satisfactions of all mortgages, leasehold mortgages, open-end mortgages, open-end leasehold mortgages, deeds of trust, leasehold deeds of trust, trust deeds, leasehold trust deeds, deeds to secure debt, credit line mortgages, leasehold credit line mortgages, credit line deeds of trust, leasehold credit line deeds of trust, advance money mortgages, advance money leasehold mortgages, assignments of leases and rents, assignments of lessor's interest in rents, security agreements and fixture filings and (ii) the Notices of Resignation of Trustee and Appointment of New Trustee as set forth in the Trustee POA.

This Limited Power of Attorney shall be limited to the above-mentioned exercises of power. This instrument is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not intended to be construed as, a general power of attorney.

Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

Depositor hereby agrees to indemnify, defend, protect, pay and hold Servicer and Trustee and their respective officers, directors, stockholders, partners, members, employees, agents, affiliates and attorneys harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, tax liabilities, broker's or finders fees, reasonable costs, expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of outside counsel of such indemnified parties in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such indemnitee shall be designated a party thereto) that are imposed on, incurred by, or asserted against the Servicer, the Trustee or such other indemnified party named above in any manner relating to or arising out of the granting of this Limited Power of Attorney in favor of Depositor and/or any actions taken by Depositor pursuant to this Limited

Power of Attorney and/or the gross negligence of willfull misconduct of Depositor in connection with the powers and authority granted under this Limited Power of Attorney.

ARTICLE I

An act or thing lawfully done hereunder by the Depositor shall be binding on Servicer and Servicer's successor and assigns.

ARTICLE II

This power of attorney shall commence and continue in full force and effect from the date hereof until the earliest occurrence of any of the following events, unless sooner revoked in writing by Servicer:

(i) the suspension or termination of this Limited Power of Attorney by Servicer in writing;

(ii) the appointment of a receiver or conservator with respect to the business of Depositor; or

(iii) the filing of a voluntary or involuntary petition in bankruptcy by or against Depositor;

(iv) the suspension or termination of the Trustee POA by Trustee in writing;
or

(v) the date all instruments of satisfaction or cancellation, or of partial or full release or discharge and any and all other comparable instruments, with respect to each Mortgage Loan and each Site described in the Release Letter have been prepared, completed, executed, delivered, recorded and filed.

Nothing herein shall (i) be deemed to amend or modify the TSA or the respective rights, duties or obligations of Trustee or Servicer thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder or (ii) be construed to grant the Depositor the power to initiate or defend any suit, litigation or proceeding brought against the Servicer as servicer for the applicable trust, except as specifically provided for in the TSA or herein. If the Depositor receives any notice of suit, litigation or proceeding in the name of the Servicer, then the Depositor shall forward a copy of same to the Trustee within a reasonable period of time.

Servicer acknowledges and agrees that the execution and delivery of this Limited Power of Attorney is necessary to enable Servicer to perform its duties under the TSA and is subject to the indemnification obligations of Servicer under the TSA, including without limitation the indemnification obligations set forth in Section 8.05(c) of the TSA.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of the 15th day of April, 2010.

Midland Loan Services, Inc., a Delaware corporation, as servicer for Bank of America, N.A., successor by merger to LaSalle Bank National Association, not in its individual capacity but solely as Trustee for SBA CMBS Trust

By L. D. Ashley
Name: Lawrence D. Ashley
Title: Senior Vice President


ATTEST

[Signature]
Secretary or Assistant Secretary

ACKNOWLEDGED AND AGREED:

SBA CMBS-1 Depositor LLC,
a Delaware limited liability company

By: _____
Name:
Title:


20120229000071270 23/26 \$87.00
Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed and
its corporate seal to be affixed hereto by its officer duly authorized as of the 15th day of
April, 2010.

Midland Loan Services, Inc., a Delaware
corporation, as servicer for Bank of America,
N.A., successor by merger to LaSalle Bank
National Association, not in its individual
capacity but solely as Trustee for SBA CMBS
Trust

(SEAL)

By _____
Name: _____
Title: _____

ATTEST


Secretary or Assistant Secretary

ACKNOWLEDGED AND AGREED:

SBA CMBS-1 Depositor LLC,
a Delaware limited liability company

By: _____
Name: Thomas P. Hunt
Title: Senior Vice President
and General Counsel

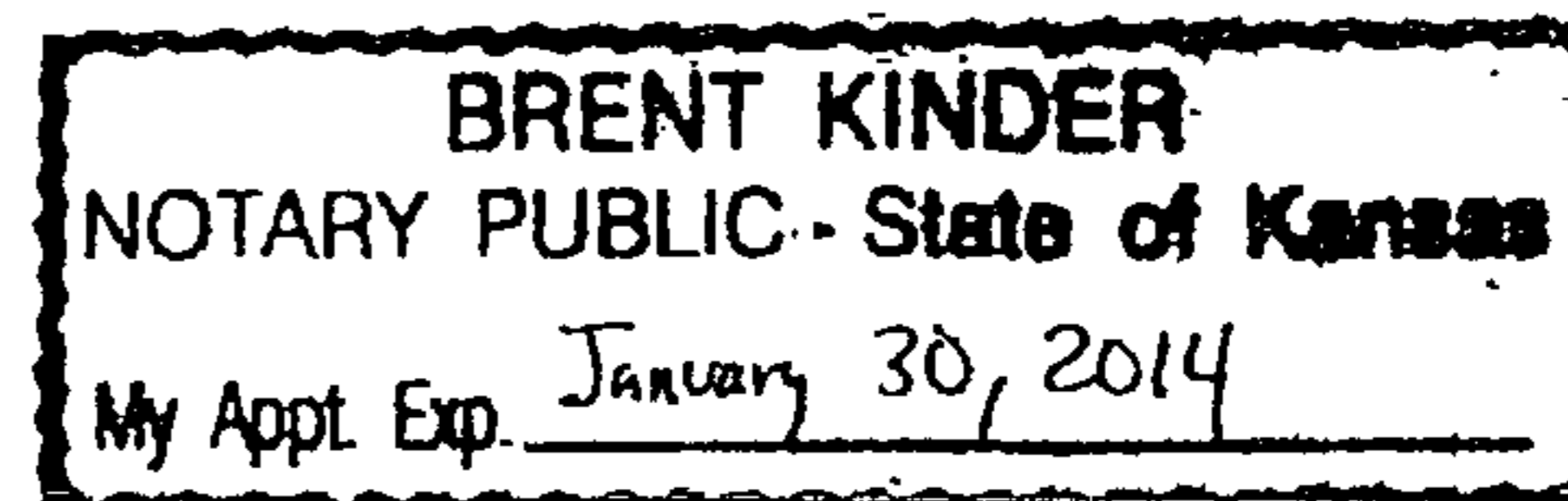
STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)


20120229000071270 25/26 \$87.00
Shelby Cnty Judge of Probate, AL
02/29/2012 01:58:50 PM FILED/CERT

On this 15 day of APRIL, 2010, before me personally appeared
Lawrence D. Ashley, to me personally known, who, being by me duly sworn,
did acknowledge and say that he is a Senior Vice President of Midland Loan Services, Inc.,
a Delaware corporation, as servicer for Bank of America, N.A., successor by merger to LaSalle
Bank National Association, as Trustee for SBA CMBS Trust, and that the seal affixed to the
foregoing instrument is the corporate seal of said entity by authority of its board of directors, and
said officer did acknowledge said instrument to be the free act and deed of said entity.



Notary Public



STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, 2010, before me personally appeared
_____, to me personally known, who, being by me duly
sworn, did acknowledge and say that s/he is the _____ of SBA
CMBS-1 Depositor LLC, a Delaware limited liability company, and that the seal affixed to the
foregoing instrument is the corporate seal of said entity by authority of its board of directors, and
said officer did acknowledge said instrument to be the free act and deed of said entity.

Notary Public

My Commission expires: _____



20120229000071270 26/26 \$87.00
 Shelby Cnty Judge of Probate, AL
 02/29/2012 01:58:50 PM FILED/CERT

STATE OF)
) SS.
 COUNTY OF)

On this _____ day of _____, 2010, before me personally appeared _____, to me personally known, who, being by me duly sworn, did acknowledge and say that s/he is the _____ of Midland Loan Services, Inc., a Delaware corporation, as servicer for Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee for SBA CMBS Trust, and that the seal affixed to the foregoing instrument is the corporate seal of said entity by authority of its board of directors, and said officer did acknowledge said instrument to be the free act and deed of said entity.

 Notary Public
 My Commission expires: _____

STATE OF Florida)
) SS.
 COUNTY OF Palm Beach)

On this 14th day of April, 2010, before me personally appeared Thomas P. Hunt, to me personally known, who, being by me duly sworn, did acknowledge and say that s/he is the Sr. V.P. + General Counsel of SBA CMBS-1 Depositor LLC, a Delaware limited liability company, and that the seal affixed to the foregoing instrument is the corporate seal of said entity by authority of its board of directors, and said officer did acknowledge said instrument to be the free act and deed of said entity.



Stacey N. Lane
 Notary Public
 My Commission expires: 6/15/10



Book 23900/Page 371

Page 7 of 7

I hereby certify that the foregoing is a true copy
 of the record in my office this day, Sep 13, 2010.

Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
 BY Sharon R. Bock Deputy Clerk