



CFN 20090374269  
 OR BK 23514 PG 0904  
 RECORDED 10/27/2009 10:08:38  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0904 - 908; (5pgs)

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.

5 →

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  
 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005

2009080008

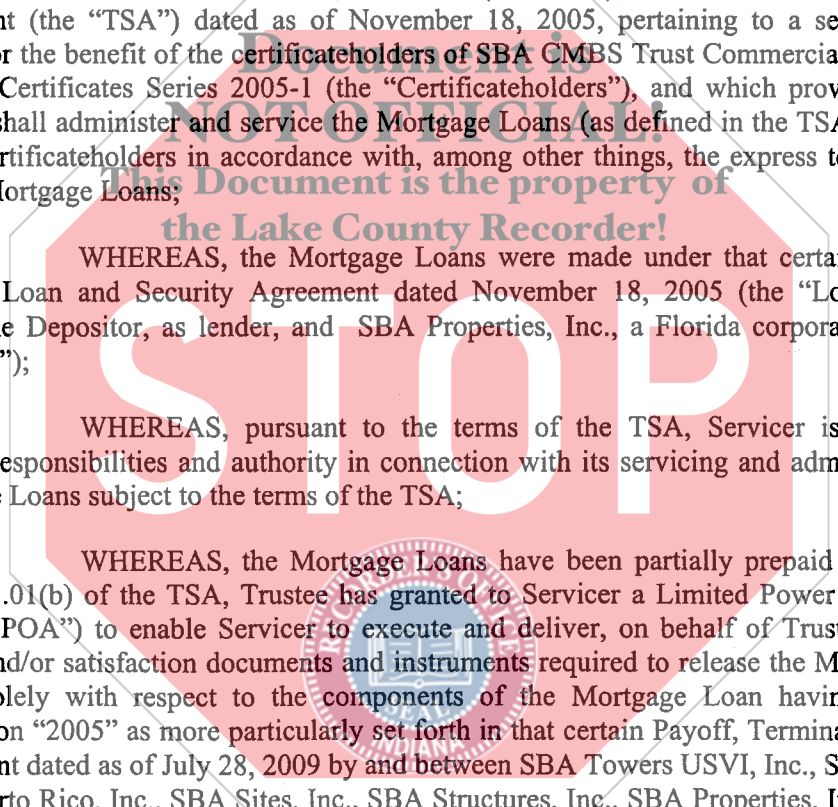
KNOW ALL BY THESE PRESENTS:

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 (the "TSA") dated as of November 18, 2005, pertaining to a securitization trust formed for the benefit of the certificateholders of SBA CMBS Trust Commercial Mortgage Pass-Through Certificates Series 2005-1 (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 (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, the Mortgage Loans have been partially prepaid 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 Mortgage Loans of record solely with respect to the components of the Mortgage Loan having the numerical designation "2005" as more particularly set forth in that certain Payoff, Termination and Release Agreement dated as of July 28, 2009 by and between SBA Towers USVI, Inc., SBA Towers, Inc., SBA Puerto Rico, Inc., SBA Sites, Inc., SBA Structures, Inc., SBA Properties, Inc., SBA CMBS-1 Guarantor LLC, Midland Loan Services, Inc. and Bank of America, N.A., successor by merger to LaSalle Bank National Association (the "Release Agreement"); and



STATE OF FLORIDA  
 LAKE COUNTY  
 CLERK OF COUNTY RECORDS  
 2009 OCT 27 10:08 AM  
 8300  
 RECORDER

2000  
 2012355  
 2011799  
 E R.M

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 Loans of record in accordance with the Release Agreement.

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" as defined in the TSA (the "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, 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 Mortgage Loan and each Site described in the Release Agreement 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, security agreements and fixture filings.

This Limited Power of Attorney shall be limited to the above-mentioned exercise 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:

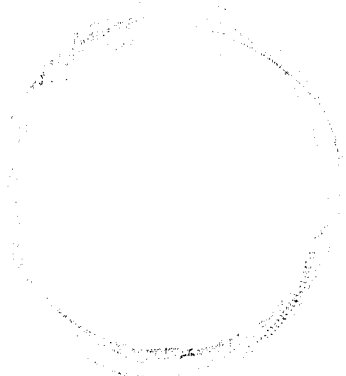
- (i) the suspension or termination of this Limited Power of Attorney by Servicer in writing;
- (ii) the appointment of a receiver or conservator with respect to the business of Depositor; or
- (iii) the filing of a voluntary or involuntary petition in bankruptcy by or against Depositor;
- (iv) the suspension 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 Agreement 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 16<sup>th</sup> day of October, 2009.



Midland Loan Services, Inc., a Delaware corporation, as servicer for Bank of America, N.A., as successor by merger to LaSalle Bank National Association, as Trustee for the Certificateholders SBA CMBS Trust Commercial Mortgage Pass-Through Certificates Series 2005-1 (and not in its corporate capacity)

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

ATTEST

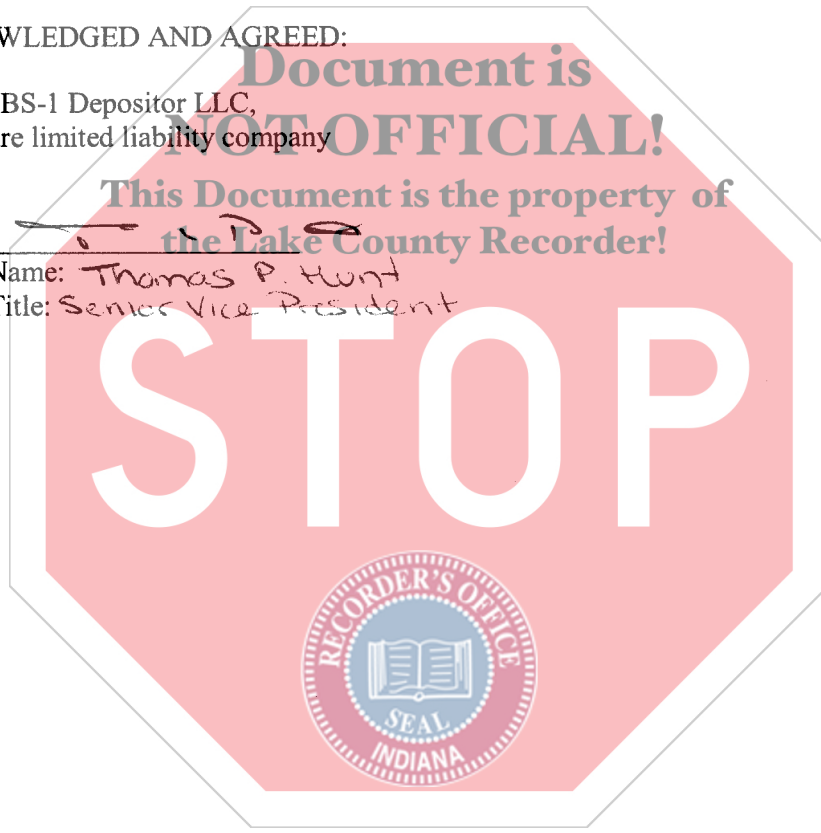
[Signature]  
Secretary or Assistant Secretary

ACKNOWLEDGED AND AGREED:

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

By:

[Signature]  
Name: Thomas P. Hunt  
Title: Senior Vice President



STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 30th day of September, 2009, 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., as successor by merger to LaSalle Bank National Association, as Trustee for the Certificateholders of SBA CMBS Trust Commercial Mortgage Pass-Through Certificates Series 2005-1, 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.

*Brent Kinder*

Notary Public

**BRENT KINDER**  
**NOTARY PUBLIC - State of Kansas**  
My Appt. Exp. January 30, 2010

STATE OF  
COUNTY OF

**Document**  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

On this 16<sup>th</sup> day of October, 2009, before me personally appeared Thomas P. Hart, to me personally known, who, being by me duly sworn, did acknowledge and say that s/he is the Senior Vice President 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  
MY COMMISSION # DD 564406  
EXPIRES: June 15, 2010  
Bondsman, Notary Public Underwriters



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



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.  
THIS 27<sup>th</sup> DAY OF Oct, 2009  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By Debra McQuinn  
DEPUTY CLERK