12/16/10 10:38:41
DK P BK 141 PG 562
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by Midland Loan Services, Inc.

When recorded return to:
Crown Castle
1220 Augusta Dr, Ste 500
Houston, Texas 77057
Attn: PEP Dept

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 December 7, 2004 (the "Trust Agreement"), by and among Towers Finco II 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 the mortgage loan (the "Mortgage Loan") serviced by the Servicer pursuant to the Trust Agreement and the Amended and Restated Loan and Security Agreement dated December 7, 2004 (the "Loan Agreement") among the Depositor and Pinnacle Towers Acquisition Holdings LLC, Pinnacle Towers Acquisition LLC, Tower Ventures III, LLC, Global Signal REIT Savings TRS, Inc., TVHT, LLC and GoldenState Towers, LLC (collectively, the Borrowers"), 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, security agreements and fixture filings (the "Mortgag es"), 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 holders of the Global Signal Trust II Commercial Mortgage Pass-Through Certificates, Series 2004-2 (the "Certificateholders") (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) and which provide in part that the Servicer shall administer and service the Mortgage Loan and that, pursuant to Section 3.01(b) of the Trust Agreement, the Servicer is hereby requesting in writing 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 and each "Site" as defined in the Trust Agreement and related collateral (each, a "Site").

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: (i) 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 the Mortgage Loan and each Site 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 be, 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, such consent not to be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of the 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 the Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any seller of a Mortgage Loan 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 the Mortgage Loan (including but not limited to actions, suits or proceedings against Certificateholders, or against the Depositor or any seller of a Mortgage Loan 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., as 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 10th day of August, 2009.

Bank of America, N.A., as successor by merger to LaSalle Bank National Association, a national banking association, solely in its capacity as Trustee for Global Signal Trust II

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

STATE OF ILLINOIS
COUNTY OF COOK

On August 10, 2009 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., as successor by merger to LaSalle Bank National Association, as Trustee for the Global Signal II 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)

OFFICIAL SEAL
CHRISTOPHER J. NUXOLL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-6-2010

_____
Notary Public, State of Illinois

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