

WHEN RECORDED MAIL TO:

FOR 1031 Watkins LLC
12426 W. Explorer Drive, Ste. 220
Boise, Idaho 83713

LIMITED POWER OF ATTORNEY

Buyer(s), ("Principal") hereby irrevocably makes and appoints FOR 1031 Watkins LLC, an Idaho limited liability company, and each of its officers, any one of whom may act, with the power to act on its behalf, as Principal's true and lawful attorney-in-fact ("Attorney") to act in Principal's place, for so long as Principal is a party to the NNN PLUS™ Lease Agreement regarding that certain real property located at 2000 Watkins Glen Drive, Franklin, Ohio 45005, the legal description of which is attached hereto as Exhibit A ("Property"), to exercise any or all of the powers set forth below as to the Property and any interest therein and/or any improvements thereon; provided, notwithstanding anything to the contrary herein, Attorney's power hereunder shall be limited solely to the execution and delivery on behalf of Principal of only those documents specified by Principal from time to time following Principal's written consent to and approval of the terms and provisions of such document:

- (a) To execute and deliver any document in respect of any contract respecting the Property; to lease the same for any term or purpose; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or nonnegotiable note or performance of any obligation or agreement; and
- (b) To sign, execute, acknowledge and deliver and perform on behalf of Principal, any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, promissory note, assignment of mortgage or of the beneficial interest under any deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bill of sale, bill, bond, note (whether negotiable or nonnegotiable), receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of any deed of trust, tenants in common agreement and any amendments thereto and any other documents of any nature whatsoever, affecting the Property and such other instruments or documents directly or indirectly related to real estate transactions, including, but not limited to, the sale, transfer, purchase, finance or exchange, as may be necessary for any reason, including, without limitation, requirements of lenders (including formation of special purpose bankruptcy remote entities to hold legal title), or otherwise proper, for the Property or any interest therein.

The undersigned hereby gives and grants unto my Attorney full power and authority to do and perform all and every act and thing whatsoever necessary in the sole discretion of my Attorney relating to the Property or any interest therein solely for the purposes outlined above, as fully to all intents and purposes as Principal might or could do if personally present, and Principal hereby expressly ratifies and confirms all that my Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my Attorney shall be applicable to the Property, and any interest therein now owned or hereafter acquired by Principal.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the undersigned has executed this Limited Power of Attorney as of this ____ day _____, 2004.

BUYER:

1st Buyer

2nd Buyer

Dated:

**CALIFORNIA NOTARIES MUST ATTACH STATE REQUIRED ALL-PURPOSE FORM
ACKNOWLEDGMENT OR USE THE FOLLOWING:**

For a California notarization:

State of _____

County of _____

On this ____ day of _____, 2004, before me, a Notary Public in and for said state, personally appeared 1st Buyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SIGNATURE

My commission expires: _____

NOTARY SEAL

For a California notarization:

State of _____ County

I ss.

of _____

On this ____ day of _____, 2004, before me, a Notary Public in and for said state, personally appeared 2nd Buyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SIGNATURE

My commission expires: _____

NOTARY SEAL