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June 3

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into as of ~~May~~, 2005 (the "**Effective Date**"), by and between **CRESCENT COMMONWEALTH CENTER LLC**, a Delaware limited liability company ("**Seller**"), and **BPG PROPERTIES, LTD**, a Pennsylvania limited partnership ("**Purchaser**").

In consideration of the mutual covenants, conditions and obligations of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **PURCHASE AND SALE OF PROPERTY**

1.1 Upon the terms and conditions hereinafter set forth, on the Closing Date (as hereinafter defined), Seller agrees to sell, grant and convey, and Purchaser agrees to purchase and accept, in fee simple, all of Seller's right, title and interest in and to that certain parcel of real property sometimes referred to as Commonwealth Centre, and known as Parcel 24, Westfields, The International Corporate Center at Dulles, Fairfax County, Virginia, and as more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "**Land**") and all of Seller's right, title and interest in and to any of the following that is appurtenant to the Land:

(i) all buildings, improvements, structures and fixtures placed, constructed or installed on the Land (the "**Improvements**");

(ii) existing utilities, including electricity, telephone, fiber optic, public water, public sewer, and natural gas service, all existing commercial street entrances and appurtenant rights of way, all storm drainage improvements located thereon, all appurtenant rights of ingress and egress on and over all dedicated public streets or rights of way in common with the rights of others, and including all rights of way or use, servitudes, licenses, easements, tenements, covenants, hereditaments and any other appurtenances now or hereafter belonging or pertaining to any of the foregoing (the "**Appurtenant Rights**");

(iii) all development rights associated with the existing permitted density of 1,415,000 FAR square feet and any and all rights of Seller to purchase additional development density pursuant to that certain restrictive covenant contained in the deed conveying the Land to Seller ("**Development Rights**");

(iv) any and all rights of Seller in and to the use of the name "Commonwealth Centre" (the "**Project Name**"); and

(v) any and all rights of Seller, to the extent assignable, in and to any permits, site plans and other approvals for the design, development and construction of any improvements on the Land, and, to the extent assignable, any and all third-party warranties, guaranties or licenses relating to the Land, and all contract rights insofar as any of the foregoing relate to the Land, or the Appurtenant Rights (collectively, the "**Related Rights**").

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

SELLER:

CRESCENT COMMONWEALTH CENTER LLC,
a Delaware limited liability company

By: _____
Name:
Title:

PURCHASER:

BPG PROPERTIES, LTD, a Pennsylvania
limited partnership

By:  _____
Name: **Roy C. Perry**
Title: **Senior Vice President**

ESCROW AGENT:

LANDAMERICA COMMERCIAL SERVICES

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

PURCHASER:

BPG PROPERTIES, LTD, a Pennsylvania
limited partnership

By: _____
Name:
Title:

SELLER:

CRESCENT COMMONWEALTH CENTER LLC,
a Delaware limited liability company

By: *Daniel B. Kohlhepp*
Name: *Daniel B. Kohlhepp*
Title: *President*

AGREED WITH RESPECT TO DEPOSIT:

ESCROW AGENT:

LANDAMERICA COMMERCIAL SERVICES

By: _____
Name:
Title:

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June 3

DEPOSIT ESCROW AGREEMENT

THIS DEPOSIT ESCROW AGREEMENT (this "**Agreement**") is made and entered into as of May , 2005 among CRESCENT COMMONWEALTH CENTER LLC, a Delaware limited liability company ("**Seller**"), BPG PROPERTIES, LTD, a Pennsylvania limited partnership ("**Purchaser**"), and LANDAMERICA COMMERCIAL SERVICES ("**Escrow Agent**").

RECITALS

a. Purchaser and Seller are entering into a Purchase and Sale Agreement, dated as of even date herewith (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller certain real property located in Fairfax County, Virginia, upon and subject to the terms and conditions therein. Capitalized terms used herein and not defined herein have the meanings assigned in the Purchase Agreement.

b. Pursuant to Section 2.1 of the Purchase Agreement, Purchaser has made an Initial Deposit of \$500,000.

c. Pursuant to Section 2.1 of the Purchase Agreement, if Purchaser has not terminated the Purchase Agreement, Purchaser is required, before the expiration of the Due Diligence Period, to make a Second Deposit of \$500,000.

d. Pursuant to Section 2.2 of the Purchase Agreement, if Purchaser extends the Closing Date to the Extended Closing Date, Purchaser is required to make an Extension Deposit of \$250,000. The Initial Deposit, the Second Deposit, and the Extension Deposit, to the extent made, together with all interest or income earned thereon, are referred to herein as the "**Deposit**."

e. Purchaser and Seller have engaged Escrow Agent to serve as Escrow Agent with respect to the Deposit, and Escrow Agent hereby consents to such engagement. The purpose of this Agreement is to provide instructions governing the services of Escrow Agent with respect to the Deposit.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

(1) Recitals. The above recitals are incorporated herein by reference.

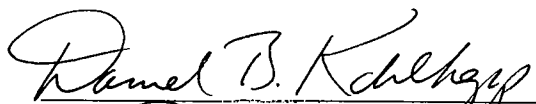
(2) Payment, Receipt and Escrow. Escrow Agent, by executing this Agreement, hereby acknowledges receipt of the Initial Deposit. Escrow Agent agrees to pay to Seller the Initial Nonrefundable Deposit upon execution of this Agreement. Escrow Agent agrees to hold the Deposit and any interest or income earned thereon pursuant to this Agreement in a separate escrow account for the benefit of Purchaser and Seller pursuant to this Agreement (the "**Escrow Account**").

(3) Investment of Deposit. Escrow Agent will invest the Deposit in a commercial bank in the Northern Virginia metropolitan area. Escrow Agent shall immediately notify Seller and Purchaser in writing of the number and location of the account. Interest and earnings will be

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

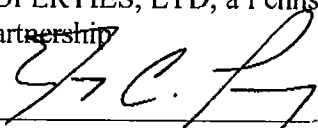
SELLER:

CRESCENT COMMONWEALTH CENTER LLC,
a Delaware limited liability company

By: 
Name: Daniel B Kohlhepp
Title: President

PURCHASER:

BPG PROPERTIES, LTD, a Pennsylvania
limited partnership

By: 
Name: **Roy C. Perry**
Title: **Senior Vice President**

ESCROW AGENT:

LANDAMERICA COMMERCIAL SERVICES

By: _____
Name:
Title: