

FIFTH AMENDMENT TO SALE AND PURCHASE AGREEMENT

THIS FIFTH AMENDMENT TO SALE AND PURCHASE AGREEMENT (the "Amendment") is made and entered into as of this 26 day of October, 2005, by and between BRCP QWEST SEATTLE I, LLC, a Delaware limited liability company ("Buyer"), and QWEST CORPORATION, a Colorado corporation ("Qwest").

RECITALS

This Amendment is made with respect to the following facts:

A. Buyer and Qwest are parties to that Sale and Purchase Agreement dated August 15, 2005, as amended (collectively, the "Agreement") providing for the transfer of certain property located in Seattle, Washington with a street address of 1915 Terry Avenue, Seattle, Washington, as more particularly described in the Agreement (the "Property").

B. Buyer and Qwest desire to amend the Agreement to extend the Investigation Period.

AGREEMENT

In consideration of the Agreement and the promises and agreements made in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

1. Amendment of the Agreement. The second sentence of Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Investigation Period shall start on the Effective Date and end on October 28, 2005.

2. Effect. Except as specifically amended by Section 1 of this Amendment, the Agreement shall not be amended or modified hereby. As amended as provided in Section 1 of this Amendment, the Agreement shall hereby be reinstated and continue in full force and effect.

3. Execution. This Amendment may be executed in counterparts and, when counterparts of this Amendment have been executed and delivered by both of the parties as provided in this Section 3, this Amendment shall be fully binding and effective, just as if both of the parties had executed and delivered a single counterpart of this Amendment. Without limiting the manner in which execution of this Amendment may be accomplished, execution by either party may be effected by facsimile transmission of a signature page of this Amendment executed by such party. Any party who effects execution by facsimile transmission of a signature page shall also promptly deliver to the other party a counterpart physically signed by such party, but the failure of any party to furnish such physically-signed counterpart shall not invalidate the execution of this Amendment effected by facsimile transmission. This Amendment shall not be

binding upon or effective as to either Buyer or Qwest until it has been executed by both Buyer and Qwest.

**BRCP QWEST SEATTLE I, LLC ,
a Delaware limited liability company**

**By: BRCP Realty, L.P. I,
a Delaware limited partnership
Its: Sole Member**


**By: BRCP Gen-Par, LLC,
a Delaware limited liability company
Its: General Partner**

October __, 2005

By: _____
Name: _____
Title: _____

QWEST CORPORATION, a Colorado corporation

October 26, 2005

By: 
Print Name KAREN DIENER
Its: SR Real Estate Mgr.

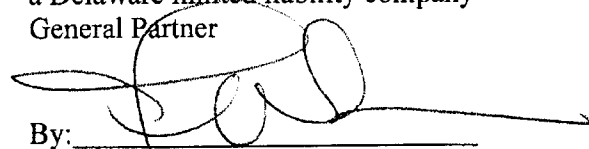
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a Delaware limited liability company

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a Delaware limited partnership
Its: Sole Member

By: BRCP Gen-Par, LLC,
a Delaware limited liability company
Its: General Partner

October __, 2005


By: _____
Name: TREVOR WILSON
Title: DIRECTOR

QWEST CORPORATION, a Colorado corporation

October __, 2005

By: _____
Print Name: _____
Its: _____