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June 5, 2008

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Susquehanna Bank PA
1570 Manheim Pike
PO Box 3300
Lancaster, PA 17604-3300

Re: \$33,800,000 Mortgage Loan to B&B Alexandria Corporate Park, LLC; B&B Alexandria Corporate Park TIC 1, LLC; B&B Alexandria Corporate Park TIC 2, LLC; B&B Alexandria Corporate Park TIC 3, LLC; B&B Alexandria Corporate Park TIC 4, LLC; B&B Alexandria Corporate Park TIC 5, LLC; B&B Alexandria Corporate Park TIC 6, LLC; B&B Alexandria Corporate Park TIC 7, LLC; B&B Alexandria Corporate Park TIC 8, LLC; and B&B Alexandria Corporate Park TIC 9, LLC

Ladies and Gentlemen:

We have acted as counsel to B&B Alexandria Corporate Park, LLC (sometimes referred to herein as the "Sponsor") and B&B Alexandria Corporate Park TIC 1, LLC, B&B Alexandria Corporate Park TIC 2, LLC, B&B Alexandria Corporate Park TIC 3, LLC, B&B Alexandria Corporate Park TIC 4, LLC, B&B Alexandria Corporate Park TIC 5, LLC, B&B Alexandria Corporate Park TIC 6, LLC, B&B Alexandria Corporate Park TIC 7, LLC, B&B Alexandria Corporate Park TIC 8, LLC, and B&B Alexandria Corporate Park TIC 9, LLC, each a Delaware limited liability company (collectively and separately the "Borrower" as the context requires) in connection with that certain \$33,800,000 mortgage loan (the "Loan") from Susquehanna Bank PA ("Lender") evidenced by the documents described below. In addition, we have acted as counsel to Richard W. Brown and David H. Bralove (each a "Guarantor" and together the "Guarantors").

1. **Documents Reviewed.** For purposes of this opinion we have, among other things, reviewed the following documents each dated as of the date of this opinion letter unless otherwise indicated:

- a. Promissory Note (the "Note") made by Borrower to the order of Lender in the amount of \$33,800,000;
- b. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") from Borrower for the benefit of Lender as security for the Note and covering the premises described therein (the "Property");
- c. Assignment of Leases and Rents (the "Assignment of Leases") from Borrower in favor of Lender as further security for the Note;
- d. Assignment of Agreements, Permits and Contracts (the "Assignment of Permits") from Borrower in favor of Lender as further security for the Note;
- e. UCC-1 Financing Statements (the "Financing Statements") made between Borrower, as debtor, and Lender, as secured party;
- f. Guaranty (the "Principal Guaranty") executed by each Guarantor in favor of Lender;

- g. Environmental Liabilities Agreement executed by Richard W. Brown, David H. Bralove and Borrower in favor of Lender;
- h. Closing Certificate executed by Borrower;
- i. Disbursement and Receipt Certification executed by Borrower;
- j. One (1) certification of Taxpayer Identification Number and Non-Foreign Status executed by each Borrower;
- k. One (1) Loans to One Borrower Certification executed by each Borrower and Guarantor;
- l. Reserve Agreement executed by Borrower and Lender;
- m. Acknowledgment of Property Manager by and between B&B Alexandria Corporate Park Management, LLC and Lender;
- n. Compensating Balance Agreement by and among Lender, B&B Realty Investments, LLC, Richard W. Brown and David H. Bralove;
- o. Lender's commitment letter dated May 22, 2008 to Borrower;
- p. Certificate of Corporate Resolutions executed by the managing member of each Borrower;
- q. Each Borrower's operating agreement dated effective as of the date set forth therein;
- r. Certified copies of Articles of Organization for each Borrower duly filed with the Secretary of the State of Delaware;
- s. Tenant in Common Agreement executed by Borrower (the "Tenant in Common Agreement").

For purposes of this opinion, documents listed in items (a) through (o) above are collectively referred to as the "Loan Documents."

In rendering our opinion, we have also examined the items listed in items (p) through (s) above and such other certificates of public officials, organizational documents and records (including, without limitation, the Constituent Documents) and other certificates and instruments as we have deemed necessary for the purposes of the opinion herein expressed.

2. Opinions. Subject to the qualifications set forth in subsequent portions of this opinion letter, it is our opinion that:

a. **Existence.** Borrower is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is duly qualified to transact business in the Commonwealth of Virginia.

b. **Authority.** Borrower has all requisite authority to own, lease and operate the Property, to borrow the proceeds of the Loan and to execute and perform Borrower's obligations under the Loan Documents. The execution and delivery of the Loan Documents by Borrower and the consummation by

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Borrower of the transactions contemplated thereby have been duly authorized by the requisite action taken on the part of Borrower.

c. Loan Documents and Financing Statements.

- i) The Loan Documents have been duly authorized and properly executed and delivered by Borrower, and each of the Loan Documents is a legal, valid and binding obligation and agreement of Borrower, enforceable in accordance with its terms.
- ii) The indebtedness evidenced by the Note is secured by a Mortgage which grants and creates an interest in real property (as the term "real property" is defined in United States Treasury Regulations Section 1.860G-2[a][4]) and is in form sufficient under the laws of the Commonwealth of Virginia to create a lien on the Property for the benefit of Lender and is in recordable form.
- iii) The Assignment of Leases is in form sufficient under the laws of the Commonwealth of Virginia to create a valid assignment of and lien on Borrower's interest in the leases and rents thereunder and is in recordable form.
- iv) The Financing Statements, when properly recorded with the appropriate office for the jurisdiction in which the Property is located, shall perfect a security interest in that part of the Property which is personal property.
- v) The Loan Documents contain customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Property of the benefits of the security including (without limitation) realization by judicial or, if applicable, non-judicial foreclosure, and there is no exemption available to Borrower which would interfere with such right of foreclosure except as provided in Paragraphs 3(a) and 3(b) below.

d. Guaranty. The Guaranty has been properly executed and delivered by each Guarantor and is a legal, valid and binding obligation and agreement of each Guarantor enforceable in accordance with its terms.

e. Tenant in Common Agreement. The Tenant in Common Agreement to which the Borrower is party constitutes the valid and binding obligations of the Borrower, and is enforceable against each Borrower in accordance with its terms. The waiver of partition set forth in the Tenant in Common Agreement is enforceable under applicable law.

f. Usury. The Loan, as reflected in the Loan Documents, is not usurious under Applicable Laws.

g. Proceedings. We have no knowledge of any legal or administrative proceedings pending or threatened against or affecting Borrower, Guarantor or the Property (including, without limitation, any condemnation proceeding or transaction in lieu thereof).

h. Permits and Approvals. To the best of our knowledge (based solely on representations and statements provided by the Sponsor and the Guarantors), all permits and approvals that are

required for the construction, use and occupancy of the Property have been duly and validly issued by the Governmental Authorities or persons having jurisdiction or rights with respect thereto, are in full force and effect, and are not subject to any appeal, any applicable period for appealing such actions having expired. In connection with our representation of Borrower and Guarantors nothing came to our attention that would lead us to believe that the Property does not comply with all laws, ordinances, rules, regulations, covenants and restrictions affecting the construction, occupancy, use and operation thereof.

i. No Conflict. There is no provision in any of the Constituent Documents and, to our knowledge, there is no provision or term of any mortgage, indenture, lease, agreement, license, permit, judgment, decree, order, statute, ordinance, rule or regulation to which Borrower and Guarantors or any of their assets are subject or bound that would impair the power of Borrower and Guarantors to enter into and carry out the undertakings required under the Loan Documents to which they are respectively a party. The Loan Documents do not violate, conflict with, result in the breach of, or constitute a default under any Applicable Laws.

j. Assumptions. In delivering the opinions expressed in paragraph 2 above, we have assumed the following:

i) No Outside Agreements. All terms and conditions of, or relating to, the transactions contemplated by the Loan Documents are correctly and completely embodied in the Loan Documents.

ii) Genuineness, Authenticity and Conformity. All signatures on the Loan Documents are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies are true and correct reproductions of the originals of such documents.

iii) Lender's Authority. The Loan Documents, and the transaction evidenced thereby, are valid, binding and enforceable against Lender as appropriate to the extent that such validity, binding effect and enforceability affects the opinions herein expressed.

iv) Capacity. Each individual executing the Loan Documents had sufficient legal capacity to execute such documents and perform their obligations thereunder (provided, however, we have no actual knowledge that any such individual lacks legal capacity to do so).

v) Title. Borrower holds requisite title and rights to the Property.

vi) Descriptions. The descriptions of the real and personal property securing the Loan are accurate under Applicable Law to provide notice to third parties of the liens and security interests provided by the Loan Documents and to create an effective contractual obligation under Applicable Law.

vii) Fraud. There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

viii) Conduct. All parties have complied with any requirements of good faith, fair dealing and conscionability.

ix) Future Actions. All parties to the Loan Documents will act in accordance with and refrain from taking any action forbidden by the terms and conditions of the Loan Documents.

x) Solvency. Further, we have assumed that neither the Borrower nor the Guarantor (i) is insolvent; (ii) will be rendered insolvent by the transactions contemplated by the Loan Documents; (iii) after giving effect to the transactions contemplated by the Loan Documents, will be left with unreasonably small capital with which to engage in their respective anticipated businesses; and (iv) intends to incur debts that will be beyond their respective ability to pay as such debts mature.

3. **Qualifications.** The opinions expressed in Paragraph 2(c) and in Paragraph 2(d) and Paragraph 2(e) above are subject to the following qualifications:

a. Specified Laws. The opinions contained in Paragraph 2(c) as to the enforceability of the Loan Documents and in Paragraph 2(d) as to enforceability of the Guaranty are subject to the qualification that enforcement of the Loan Documents is limited by the following: (i) the exercise of judicial discretion in accordance with principles of equity, and (ii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws of general applicability affecting creditors' rights.

b. General Laws. The opinions contained in Paragraph 2(c) as to the enforceability of the Loan Documents and in Paragraph 2(d) as to the enforceability of the Guaranty are further subject to the qualification that the enforceability of certain of the remedial, waiver and other provisions of the Loan Documents may be limited by Applicable Laws in addition to those described in Paragraph 3(a) above; however, such additional laws do not, in our opinion, substantially interfere with the realization of the benefits expressed in the Loan Documents except for the economic consequences of any procedural delay which may result from such laws.

4. **Limitations.** This opinion letter is issued subject to the following limitations:

a. No Title Opinion. We have made no examination of title to the Property and we express no opinion with respect thereto nor with respect to the priority of the lien and security interest created by the Mortgage. We understand you are relying upon title insurance and UCC searches for assurances of this nature.

b. Licensed Only in Certain Jurisdictions. While we are licensed to practice law only in the States of Maryland, New York, Pennsylvania, Texas and the District of Columbia, we express no opinion with respect to the effect of any laws other than the Applicable Laws, we express no opinion with respect to the effect of any laws other than the Applicable Laws; provided, however, that with respect to all matters of Virginia law we rely solely on the opinion of Kelley, Drye & Warren, LLP, a copy of which is attached hereto and has been delivered to Lender.

c. Subsequent Events. We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

d. Captions. The captions in this opinion are for convenience of reference only and shall not limit, amplify or otherwise modify the provisions hereof.

e. Restriction on Use. This opinion letter shall not be relied upon by any party other than Lender, any assignee of Lender, Borrower, their respective successors and/or assigns, and their respective legal counsel and any rating agency of other party involved in the securitization of the Loan.

f. Choice of Law. We express no opinion as to the enforceability of (i) the choice-of-law provisions contained in the Loan Documents as to which laws should be deemed to govern or (ii)

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those provisions pertaining to procedures for service of process or submission of any parties to the jurisdiction of any courts.

g. Financial Information. The foregoing opinions are based solely on our review of the material described above, and we have assumed that all terms and conditions of, or relating to, the transactions incorporated by the Loan Documents are correctly and completely embodied therein. Without limiting the generality of the foregoing, we have made no examination or investigation to verify the accuracy or completeness of any financial, accounting or statistical information furnished to Lender, and we express no opinion with respect thereto. Lender has obtained and reviewed such information regarding the financial position of the Borrower and the Guarantor as Lender has deemed sufficient for its purposes. Specifically, we have not conducted any investigation, nor do we express any opinion, regarding the solvency of the Borrower and the Guarantor or the consequences of any such determination regarding solvency or insolvency.

h. Property. Except as expressly set forth herein, we express no opinion regarding any matters pertaining to any physical aspects of the Property or any other property of the Borrower or the Guarantors (including, without limitation, the occupancy and use thereof), the nature of the operation of

the Property or any other property of the Borrowing Parties, the practicable usability of the Property or any other property of the Borrower and the Guarantor or the legal and regulatory restrictions and requirements imposed by public, quasi-public and possibly private agencies and entities with respect to various matters, such as licensing and permitting under environmental, hazardous waste, zoning, health and safety and similar laws, rules, regulations or restrictions. We have not made any investigation into whether there is any action, litigation, proceeding or governmental investigation pending or threatened against or affecting any property before any court, quasi-judicial body or administrative agency relating to the validity of the actual use of any property and have relied exclusively on representations and statements of the Borrower and Guarantor with regard to such matters.

i. Miscellaneous. We express no opinion regarding whether the execution, delivery and/or performance of the Loan Documents is a default or breach under any "material adverse change" clause, "general insecurity" clause or any words of similar import or meaning contained in any instrument, contract or agreement by which the Borrower and Guarantor are bound. No opinion is expressed with respect to the capital, franchise, income or other tax consequences of Lender's receipt of payments or acceptance of title to property pursuant to the Loan Documents. Notwithstanding any other provision herein to the contrary, we express no opinion concerning the applicability or effect of any securities, tax, environmental or zoning laws or the Equal Credit Opportunity Act or any rule or regulation thereunder or any similar such laws or The Americans with Disabilities Act or any rule, regulation or guideline thereunder.

5. **Definitions.** As used herein, the following shall have the following meanings:

a. Applicable Laws. The term "Applicable Laws" means all applicable constitutional, legislative, judicial and administrative provisions, statutes, regulations, decisions, rulings, orders, ordinances and other laws of the Commonwealth of Virginia and of the United States of America and the corporation laws of the State of Delaware.

b. Constituent Documents. The term "Constituent Documents" means the certificate of formation and operating agreement of Borrower.

c. Contract. The term "Contract" means any instrument binding on the specified party, including, but not limited to, promissory notes, deeds of trust, mortgages, security agreements, lien instruments, leases, covenants, conditions, easements, rights-of-way, franchises, permits and licenses.

d. Knowledge. The term "knowledge" means the current actual knowledge of David H. Bralove, but does not include, except as specifically provided hereafter, constructive knowledge or inquiry knowledge. The term "knowledge" does confirm that the lawyer drafting this opinion letter has made inquiry of the one or more representatives of Borrower as to the relevant facts concerning this opinion and received answers, and further inquiry if any of the alleged facts were suspect, either on their face or on the basis of other facts known to such lawyer were open to question. The term "knowledge" also confirms that the lawyer drafting this opinion letter (i) has made a reasonable examination of his or her files and (ii) has made a reasonable inquiry of other members of the lawyer's law firm if the lawyer drafting this opinion had a reasonable belief that other lawyers in the law firm may have knowledge (as defined herein) relating to facts relevant to this opinion.

e. Governmental Authority. The term "Governmental Authority" means all federal, state and local governmental entities.

Respectfully submitted,

The Bralove Group

By: _____



David H. Bralove