

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 30, 1998

CORPORATE OFFICE PROPERTIES TRUST

(Exact name of registrant as specified in its charter)

MARYLAND	0-20047	23-2947217
-----	-----	-----
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

401 CITY AVENUE, SUITE 615
BALA CYNWYD, PA 19004

(Address of principal executive offices)

(610) 538-1800

(Registrant's telephone number, including area code)

ITEM 2. ACQUISITION OR DISPOSITION OF ASSETS.

135 NATIONAL BUSINESS PARKWAY

On December 30, 1998, Corporate Office Properties Trust (the "Company"), through affiliates of Corporate Office Properties L.P. (the "Operating Partnership"), and pursuant to agreements with affiliates of Constellation Real Estate Group, Inc. ("Constellation") to acquire certain real estate properties and service businesses, acquired a newly-constructed office building ("NBP 135") located in Anne Arundel County, Maryland.

NBP 135 was acquired at an aggregate price of \$12.4 million, including \$250,000 in transaction costs, which was financed as follows: (i) the issuance of 330,236 Common Shares of Beneficial Interest, par value \$0.01 per share ("Common Shares"), valued at \$3,467,000 (\$10.50 per share), (ii) the issuance of 46,233 Series A Convertible Preferred Shares of Beneficial Interest ("Preferred Shares"), valued at \$1,156,000 (\$25.00 per share), (iii) \$7,125,000 in assumed debt and (iv) \$652,000 using a portion of the proceeds from an \$8.8 million disbursement from a nonrecourse loan with Teachers Insurance and Annuity Association of America (the "TIAA Loan") funded on December 30, 1998. The assumed debt was paid off on December 30, 1998, also using a portion of the proceeds from the \$8.8 million disbursement on the TIAA Loan. The Common Share and Preferred Share per share prices were established pursuant to the acquisition agreements with Constellation.

NBP 135, located in the National Business Park in Anne Arundel County, Maryland, totals approximately 87,000 square feet. As of December 31, 1998, NBP 135 was 100% leased to 5 tenants. NBP 135's major tenant is Credit Management Solutions, Inc., which is under lease for approximately 71,000 square feet or 82% of the building's total aggregate square feet.

The following schedule sets forth annual lease expirations for NBP 135 assuming that none of the tenants exercise renewal options:

SCHEDULE OF LEASE EXPIRATIONS

<TABLE>
<CAPTION>

Year of Expiration	Number of Leases Expiring	Square Footage of Leases Expiring	Percentage of Leased Total Square Feet	Total Rental Revenue of Expiring Leases Per Rentable Square Foot (1)	Percentage of Total Rental Revenue Expiring (1)	Total Rental Revenue of Expiring Leases Per Rentable Square Foot (1)
1999.....	1	3,986	4.59%	\$ 84,000	5.20%	\$21.07
2000.....	-	-	0.00%	-	0.00%	-
2001.....	-	-	0.00%	-	0.00%	-
2002.....	-	-	0.00%	-	0.00%	-
2003.....	-	-	0.00%	-	0.00%	-
2004.....	2	6,089	7.01%	127,869	7.92%	21.00
2005.....	1	5,806	6.68%	124,829	7.73%	21.50
2006.....	-	-	0.00%	-	0.00%	-
2007.....	-	-	0.00%	-	0.00%	-
2008.....	1	70,982	81.72%	1,277,676	79.15%	18.00
---	---	---	---	---	---	---
---	5	86,863	100.00%	\$ 1,614,374	100.00%	\$18.59
---	---	---	---	---	---	---
---	---	---	---	---	---	---

</TABLE>

(1) Total Rental Revenue is the monthly contractual base rent as of December 31, 1998 multiplied by 12, plus the estimated Annualized expense reimbursements under existing leases.

GATEWAY PROPERTIES

On December 31, 1998, the Company, through affiliates of the Operating Partnership, acquired three office buildings (the "Gateway Properties") and a contiguous parcel of developed land (the "Gateway Land") located in Columbia, Maryland.

The purchase price of the Gateway Properties totaled approximately \$19.1 million, including approximately \$250,000 in transaction costs. The purchase price was determined through arms-length negotiation with the sellers, Metropolitan Life Insurance Company and M.O.R. 44 Gateway Associates Limited Partnership. The Company paid the purchase price and transaction costs using borrowings under its existing senior revolving credit facility with Bankers Trust Company.

The Gateway Properties, located in the Columbia Gateway Business Park in Columbia, Maryland, total approximately 149,000 square feet. As of December 31, 1998, the Gateway Properties were 100% leased to 14 tenants. Major tenants as of December 31, 1998, include Sun Microsystems, Inc., Johns Hopkins University and Cadence Design Systems, Inc., under leases aggregating

3

approximately 42,000, 25,000 and 24,000 square feet, respectively. The Gateway Land has aggregate office development potential of approximately 60,000 square feet.

The following schedule sets forth annual lease expirations for the Gateway Properties assuming that none of the tenants exercise renewal options:

GATEWAY PROPERTIES
SCHEDULE OF LEASE EXPIRATIONS

<TABLE>
<CAPTION>

Year of Expiration	Number of Leases Expiring	Square Footage of Leases Expiring	Percentage of Leased Total Square Feet	Total Rental Revenue of Expiring Leases Per Rentable Square Foot (1)	Percentage of Total Rental Revenue Expiring (1)	Total Rental Revenue of Expiring Leases Per Rentable Square Foot (1)
1999.....	2	17,188	11.54%	\$ 306,329	10.73%	\$17.82
2000.....	5	62,193	41.80%	1,098,649	38.47%	17.67
2001.....	2	6,871	4.62%	125,403	4.39%	18.25
2002.....	4	62,215	41.81%	1,316,421	46.09%	21.16
2003.....	1	337	0.23%	9,063	.32%	26.89
2004.....	-	-	0.00%	-	0.00%	-

2005.....	-	-	0.00%	-	0.00%	-
2006.....	-	-	0.00%	-	0.00%	-
2007.....	-	-	0.00%	-	0.00%	-
2008.....	-	-	0.00%	-	0.00%	-
2009 & Thereafter.....	-	-	0.00%	-	0.00%	-
	----	-----	-----	-----	-----	-----
	14	148,804	100.00%	\$ 2,855,865	100.00%	\$19.19
	----	-----	-----	-----	-----	-----
	----	-----	-----	-----	-----	-----

</TABLE>

(1) Total Rental Revenue is the monthly contractual base rent as of December 31, 1998 multiplied by 12, plus the estimated annualized expense reimbursements under existing leases.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

(a) Financial Statements of Businesses Acquired

The combined financial statements of the Gateway Properties will be filed by amendment. Financial information is not available for NBP 135 since this building was newly-constructed and as a result has no operating history.

(b) Pro Forma Financial Information

The pro forma condensed consolidated financial statements of the Company will be filed by amendment.

4

(c) Exhibits

<TABLE>
<CAPTION>

EXHIBIT NUMBER	DESCRIPTION
-----	-----
<S>	<C>
2.1.1	Contribution Agreement between the Company and the Operating Partnership and certain Constellation affiliates (filed as Exhibit A of the Company's Schedule 14A Information on June 26, 1998 and incorporated herein by reference).
2.1.2	First Amendment to Contribution Agreement, dated July 16, 1998, between Constellation Properties, Inc. and certain entities controlled by Constellation Properties, Inc. (filed with the Company's Current Report on Form 8-K on October 13, 1998 and incorporated herein by reference).
2.1.3	Second Amendment to Contribution Agreement, dated September 28, 1998, between Constellation Properties, Inc. and certain entities controlled by Constellation Properties, Inc. (filed with the Company's Current Report on Form 8-K on October 13, 1998 and incorporated herein by reference).
2.2	Contribution Agreement between the Company and the Operating Partnership and certain Constellation affiliates (filed as Exhibit A of the Company's Schedule 14A Information on June 26, 1998 and incorporated herein by reference).
2.3	Contribution Agreement, dated December 31, 1998, between the Operating Partnership and M.O.R. 44 Gateway Associates L.P., RA & DM, Inc. and M.R.U. L.P.
2.4.1	Purchase and Sale Agreement, dated December 31, 1998, between Metropolitan Life Insurance Company and Corporate Office Acquisitions, Inc.

2.4.2 Amendment to Purchase and Sale Agreement, dated December 31, 1998, between Metropolitan Life Insurance Company, DPA/Gateway L.P., Corporate Office Acquisitions, Inc., COPT Gateway, LLC and the Operating Partnership

4.1 Articles Supplementary of Corporate Office Properties Trust Series A Convertible Preferred Shares, dated September 28, 1998 (filed with the Company's Current Report on Form 8-K on October 13, 1998 and incorporated herein by reference).

</TABLE>

5

<TABLE>
<CAPTION>

EXHIBIT NUMBER

DESCRIPTION

<S>	<C>
4.2	First Amendment to Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated September 28, 1998 (filed with the Company's Current Report on Form 8-K on October 13, 1998 and incorporated herein by reference).
4.3	Third Amendment to Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated December 31, 1998.
99.1	Definitive Proxy Statement for August 21, 1998 Special Meeting of Shareholders (filed with the Company's Current Report on Form 8-K on October 13, 1998 and incorporated herein by reference).

</TABLE>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 14, 1999

CORPORATE OFFICE PROPERTIES TRUST

By: /S/ RANDALL M. GRIFFIN

Name: Randall M. Griffin
Title: President

By: /S/ ROGER A. WAESCHE, JR.

Name: Roger A. Waesche, Jr.
Title: Senior Vice President of Finance

6

CONTRIBUTION AGREEMENT

Between

CORPORATE OFFICE PROPERTIES, L.P.

And

M.O.R. 44 GATEWAY ASSOCIATES LIMITED PARTNERSHIP,
RA & DM, INC. AND M.R.U. LIMITED PARTNERSHIP

Dated as of December 31, 1998

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE UPREIT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES REFERENCED HEREIN HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

<TABLE>
<CAPTION>

TABLE OF CONTENTS

<S>	<C>	<C>
1.	DEFINITIONS.....	3
2.	CONTRIBUTION.....	5
3.	CONSIDERATION.....	5
4.	LP UNITS; INVESTOR MATERIALS.....	5
5.	REPRESENTATIONS BY CONTRIBUTOR.....	7
6.	COVENANTS OF CONTRIBUTOR.....	9
7.	INDEMNITY.....	10
8.	LIMITATION OF LIABILITY.....	10
9.	BROKERAGE.....	10
10.	REASONABLE EFFORTS.....	11
11.	MISCELLANEOUS.....	11

</TABLE>

THIS CONTRIBUTION AGREEMENT (this "AGREEMENT") is made and entered into as of the 31st day of December, 1998 (the "CLOSING DATE"), by among M.O.R. 44 GATEWAY ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership ("CONTRIBUTOR"), RA & DM, Inc., a Maryland corporation (the "GP") and M.R.U. Limited Partnership, a Maryland limited partnership (the "LP") [GP and LP are hereinafter referred to as the "Manekin Group"]; and CORPORATE OFFICE PROPERTIES, L.P., a Delaware limited partnership ("UPREIT").

BACKGROUND

A. Contributor owns a 50% partnership interest (the "INTEREST") in DPA/Gateway Limited Partnership ("DPA GATEWAY"), which in turn owns a 2% interest in Gateway 44 Partnership ("GATEWAY 44"). Gateway 44 owns certain improved real property known as Parcel A-1 as shown on Plat 7995 recorded among the Land Records of Howard County, Maryland on August 5, 1988, located at 6716, 6740 and 6760 Alexander Bell Drive, Howard County, Maryland (the "PROPERTY"). GP and LP are the sole partners in Contributor.

B. Contributor, Manekin Group and UPREIT desire to enter into this Agreement relating to the contribution and conveyance of the Interest in exchange for one LP Unit (as defined below).

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties agree as follows:

1. DEFINITIONS.

All terms which are not otherwise defined in this Agreement shall have the meaning set forth in this Section 1.

1.1. "ACCREDITED INVESTOR" shall have the meaning set forth in Regulation D promulgated under the Securities Act of 1933, as amended.

1.2. "AFFILIATES(S)" shall mean any entity affiliated with or related to the REIT or the UPREIT.

1.3. "AMENDMENT" shall have the meaning set forth in Section 4.1.1.

1.4. "CLOSING" or "CLOSING DATE" shall have the meaning set forth in the opening paragraph of this Agreement.

1.5. "CONTRIBUTOR" shall have the meaning set forth in the opening paragraph to this Agreement.

3

1.6. "CONVERSION SHARES" shall have the meaning set forth in Section 4.1.3.

1.7. "EXCHANGE" shall have the meaning set forth in Section 4.6.

1.8. "GOVERNMENTAL AUTHORITY/AUTHORITIES" shall mean any agency, commission, department or body of any municipal, township, county, local, state or federal governmental or quasi-governmental regulatory unit, entity or authority having jurisdiction or authority over the matter.

1.9. "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 7.

1.10. "INFORMATIONAL MATERIALS" shall have the meaning set forth in Section 4.2. below.

1.11. "INTEREST HOLDER(S)" shall mean any direct and indirect partners, shareholders and members of Contributor.

1.12. "INVESTOR MATERIALS" shall have the meaning set forth in Section 4.1.2.

1.13. "LOCK-UP PERIOD," as to the LP Unit issued at the Closing, shall mean the period equal to the longer of (a) one (1) year following the Closing, and (b) the date on which a registration statement filed in respect of such LP Unit issued to the Contributor pursuant to the Registration Rights Agreement is declared effective.

1.14. "LOSSES" shall have the meaning set forth in Section 7.

1.15. "LP UNITS" shall mean the common units in the UPREIT.

1.16. "PARTNERSHIP AGREEMENT" shall mean the agreement of limited partnership of the UPREIT, as amended from time to time.

1.17. "RECORDS" shall mean all books, records, tax returns, correspondence, financial data, leases, and all other documents and matters, public or private, maintained by Contributor or its agents, relating to receipts and expenditures pertaining to all of the Property and the Interest for the three most recent full calendar years and the current calendar year and all contracts, rental agreements and all other documents and matters, public and private, maintained by Contributor or its agents, relating to operations of the Property or the Interest.

1.18. "REGISTRATION RIGHTS AGREEMENT" shall mean the Registration Rights Agreement dated March 16, 1998, the benefits of which shall be conferred upon the Contributor at the Closing.

1.19. "REIT" means Corporate Office Properties Trust, a, publicly traded Maryland real estate investment trust.

4

1.20. "SECURITIES ACT" shall mean the Securities Act of 1933, as amended.

1.21. "TAXES" shall have the meaning set forth in Section 5.2.3.

1.22. "TAX RETURN" shall have the meaning set forth in Section 5.1.2.3.

1.23. "UPREIT" means Corporate Office Properties, L.P., a Delaware limited partnership.

2. CONTRIBUTION. Subject to the terms and conditions set forth in this Agreement, Contributor hereby contributes, transfers and conveys to the UPREIT, and the UPREIT hereby accepts from Contributor, all of Contributor's right, title and interest in and to the Interest, free and clear of all liens, claims and encumbrances. Contributor hereby relinquishes any rights it may have to any net worth, equity, capital accounts, loan accounts, cash flow distributions and any other distributions, withdrawals, or payments of any kind from DPA Gateway or Gateway 44.

3. CONSIDERATION. In consideration of the contribution of the Interest to the UPREIT, and subject to the terms of this Agreement, the UPREIT hereby issues one LP Unit (the "Unit") to the Contributor.

4. LP UNITS; INVESTOR MATERIALS.

4.1. LP UNITS GENERALLY.

4.1.1. The LP Unit shall be redeemable for shares of common stock of the REIT or cash (or a combination thereof) in accordance with the procedures described in the Partnership Agreement. Contributor acknowledges that the LP Unit is not certificated and that, therefore, the issuance of the LP Unit shall be evidenced by the execution and delivery of an amendment to the Partnership Agreement, which amendment shall have been executed and delivered by the REIT on the Closing Date (the "AMENDMENT").

4.1.2. Contributor has caused its beneficial owners to sign EXHIBIT A attached hereto, which provides, among other things, information concerning Contributor's and its beneficial owners' status as Accredited Investors. Contributor shall provide or cause to be provided to UPREIT, or to any other party designated by UPREIT, such other information and documentation as may reasonably be requested by UPREIT in furtherance of the issuance of the LP Unit as contemplated hereby (together with the information provided on EXHIBIT A, the "INVESTOR MATERIALS").

4.1.3. Contributor hereby covenants and agrees that it shall deliver or shall cause each of its direct or indirect partners, shareholders or members to deliver to UPREIT, or to any other party designated by UPREIT, any documentation that may be required under the Partnership Agreement or any charter document of the REIT, and such other information and documentation as may reasonably be requested by UPREIT, at such time as the LP Unit is

5

redeemed for shares of common stock of the REIT ("CONVERSION SHARES"). The preceding covenant shall survive the Closing.

4.2. CERTAIN INFORMATIONAL MATERIALS. Contributor and Manekin Group hereby acknowledge and agree that the ownership of LP Unit by Contributor and its respective rights and obligations as limited partner of the UPREIT (including, without limitation, the right to transfer, encumber, pledge and exchange the LP Unit) shall be subject to all of the express limitations, terms, provisions and restrictions set forth in this Agreement and in the Partnership Agreement. In the regard, Contributor and Manekin Group hereby covenant and agree that they shall execute any and all documentation reasonably required by the UPREIT and the REIT to formally memorialize the foregoing. Contributor and Manekin Group acknowledge that they have received and reviewed, prior to the Closing Date, (i) the Partnership Agreement, (ii) the charter documents and bylaws of the REIT, (iii) the REIT's Form 10-K for the year ended December 31, 1997, (iv) all Form 10-Qs and Form 8-Ks that have been filed by the REIT since December 31, 1997, and (v) copies of all material press releases, proxy statements and reports to shareholders issued since December 31, 1997, and have otherwise had an opportunity to conduct a due diligence review of the affairs of the UPREIT and the REIT and have been afforded the opportunity to ask questions of, and receive additional information from, the REIT regarding the REIT and the UPREIT.

4.3. LOCK-UP PERIOD. Contributor agrees that during the Lock-Up Period, it shall not, in any way or to any extent, redeem (pursuant to the Partnership Agreement or otherwise), sell, transfer, assign, pledge or encumber, or otherwise convey any or all of the LP Unit delivered to it in connection with this transaction and, if applicable, any Conversion Shares.

4.4. TRANSFER REQUIREMENTS. After the Lock-Up Period, the Contributor may only sell, transfer, assign, pledge or encumber, or otherwise convey any or all of the LP Unit delivered to it and, if applicable, any Conversion Shares, in strict compliance with this Agreement, the Partnership Agreement, the charter documents of the REIT, the registration and other provisions of the Securities Act (and the rules promulgated thereunder), any state securities laws, the rules of the New York Stock Exchange and the Registration Rights Agreement, in each case as may be applicable. A legend may be placed on the face of the certificates evidencing the Conversion Shares to notify the holder of the restrictions on transfer under applicable federal or state securities laws.

4.5. TRADING RESTRICTIONS. From and after the expiration of the Lock-Up Period, the aggregate amount of common stock of the REIT that the Contributor may sell during any 10-trading day period shall not exceed 30 percent (30%) of the average of the daily trading volume of such stock (as reported in The Wall Street Journal) for the 30 trading days immediately preceding the date on which the first sale of such stock during any such 10-day period occurs.

4.6. DISCLAIMER OF TAX MATTERS. Contributor and the Manekin Group acknowledge that they may incur significant income tax by virtue of Contributor's ownership of the LP Unit under various circumstances, including but not limited to a reduction or repayment of debt by the UPREIT, a sale of the Property, or a sale of the Interest acquired. Contributor and

6

the Manekin Group acknowledge that they have relied on the advice of their own tax counsel in connection with the contributor of the Interest and all other tax matters relating to the Interest and the LP Unit. Contributor and the Manekin Group hereby release the REIT and UPREIT and their officers, directors, partners, agents, attorneys, accountants and consultants from any and all claims, losses, or damages resulting from the tax consequences arising to the Contributor and the Interest Holders, including but not limited to adverse tax consequences arising from the method of allocation selected under Section 4.8 of this Agreement. Contributor and the Manekin Group acknowledge that UPREIT and REIT make no representations or promises whatsoever as to retaining any debt or providing tax basis to Contributor or its partners, nor is UPREIT or REIT making any representations or warranties as to forbearing from selling any or all assets directly or indirectly owned by it. Neither UPREIT nor the REIT warrant, nor shall any of them be responsible for, the federal, state or local tax consequences to Contributor or any or all of the Interest Holders resulting from either (i) the transactions contemplated by this Agreement or (ii) the allocation, if any, of losses and liabilities of the UPREIT to Contributor or any of the Interest Holders under the Partnership Agreement, the Internal Revenue Code (the "Code") or Treasury Regulations promulgated under the Code. Neither the UPREIT nor the REIT shall incur any liability under any document or agreement required to be executed or delivered in connection with the exchange of the Interest for the LP Unit hereunder (the "EXCHANGE").

4.7 FINAL TAX RETURN. As the contribution of the Interest to the UPREIT, in conjunction with the sale of the remaining interests in DPA Gateway to the UPREIT, will terminate DPA Gateway for federal income tax purposes, the Contributor acknowledges that it will have no right to file the final tax return for DPA Gateway.

4.8 SECTION 704(C) METHOD. Contributor and Manekin Group agree that the REIT shall have the sole authority to elect a method of allocation under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder in connection with the Exchange. Contributor and Manekin Group acknowledge that adverse tax consequences may result to them depending on such method chosen.

5. REPRESENTATIONS BY CONTRIBUTOR.

5.1. REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR. In order to induce UPREIT to enter into this Agreement and to issue the LP Unit in consideration for the Interests, the Contributor makes the following representations and warranties, each of which is material and shall survive the contribution hereof without limitation, notwithstanding any investigation at any time made by or on behalf of UPREIT.

5.1.1. AUTHORITY. The execution and delivery of this Agreement by Contributor, and the performance of this Agreement by Contributor, have been duly authorized by Contributor, and this Agreement is binding on Contributor and enforceable against it in accordance with its terms.

Any required consent of any creditor, investor, partner, shareholder, tenant-in-common, judicial or administrative body, Governmental Authority, or other governmental body or agency, or other party to such execution, delivery and performance by Contributor has been obtained. Neither the execution of this Agreement nor the consummation

7

of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Contributor or its partners is a party or by which Contributor or its partners are bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Contributor or its partners are subject.

5.1.2. PARTNERSHIP AND TAX-RELATED ISSUES.

5.1.2.1 Contributor is, and at all times has been, properly treated as a partnership for federal income tax purposes and not as an "association" or "publicly traded partnership" taxable as a corporation.

5.1.2.2 No partner of Contributor has pledged or otherwise encumbered its partnership interest in Contributor, except as reflected SCHEDULE 5.1.2 attached hereto.

5.1.2.3. Contributor has filed or caused to be filed in a timely manner (within any applicable extension periods) all tax, information or other returns required to be filed by the Code or by applicable state, or local tax laws (collectively "TAX RETURNS"). Such Tax Returns are true, correct and complete in all respects; and all federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium unemployment, disability, personal property, sales, use, transfer, registration, estimated, or other tax of any kind whatsoever, including any interest, penalty or other addition thereto, whether disputed or not, (collectively, "TAXES") due, and Taxes due in respect of any person for which Contributor had an obligation to withhold and/or otherwise pay over Taxes, have been timely paid in full or will be timely paid in full by the due date thereof (and whether or not shown on a Tax Return). With respect to any taxable year for which a statute of limitations (or similar provision) has not yet run, none of the Tax Returns of Contributor has been audited by a government or taxing authority, nor is any such audit or other proceeding in process, pending, threatened (either in writing or verbally, formally or informally) or expected to be asserted with respect to Taxes (or collection of Taxes) of Contributor, and Contributor has not received notice (either in writing or verbally, formally or informally) or expects to receive notice that it has not filed a Tax Return or not paid Taxes required to be filed, withheld, or paid by it. Contributor has disclosed on its federal income tax returns all positions taken therein that could give rise to a substantial understatement penalty within the meaning of Code Section 6662. No claim has ever been made by an authority in a jurisdiction where Contributor does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

5.1.3 UNITED STATES PERSON. Contributor and each of its partners is a "United States Person" within the meaning of Section 1445(f)(3) of the Code, as amended, and shall have executed and delivered an "Entity Transferor" certification at Closing.

5.1.4. INVESTMENT REPRESENTATION. Contributor represents that the LP Unit is being acquired by it with the present intention of holding such LP Unit for purposes of investment, and not with a view towards sale or any other distribution. Contributor recognizes that it may be required to bear the economic risk of an investment in the LP Unit for an indefinite period of time. Contributor and each of its partners is an Accredited Investor. Contributor and

8

each of its partners has such knowledge and experience in financial and business matters so as to be fully capable of evaluating the merits and risks of an investment in the LP Unit. No LP Unit will be issued, delivered or distributed to any person or entity who either (i) is a resident of the State of California or New York or (ii) is other than an Accredited Investor with respect to whom there has been delivered to UPREIT satisfactory Investor Materials confirming the status of such person or entity as an Accredited Investor. Contributor and Manekin Group have been furnished with the informational materials described in Section 4.2 above (collectively, the "INFORMATIONAL MATERIALS"), and have read and reviewed the Informational Materials and understand the contents thereof. The Contributor and Manekin Group have been afforded the opportunity to ask questions of those persons they consider appropriate and to obtain any additional information they desire in respect of the LP Unit and the business, operations, conditions (financial and otherwise) and current prospects of the UPREIT and REIT. The Contributor and Manekin Group have consulted their own financial, legal and tax advisors with respect to the economic, legal and tax

consequences of delivery of the LP Unit and have not relied on the Informational Materials, the UPREIT, the REIT or any of their officers, directors, affiliates or professional advisors for such advice as to such consequences. All of the Interest Holders in Contributor are Accredited Investors. Neither Contributor nor its partners requires the consent of any Interest Holder in order to consummate the transactions contemplated by this Agreement including, without limitation, to amend any partnership agreement, operating agreement, charter or other governing document of Contributor, which has not been obtained. All of Contributor and its partners are domiciled in (and, in the case of non-individual partners or Contributor, formed under the laws of) the State of Maryland.

5.1.5 AUTHORITY. Contributor has the right power and authority to enter into this Agreement and to contribute the Interest to the UPREIT. All consents necessary for the contribution of the Interest to the UPREIT have been obtained.

5.1.6 OWNERSHIP OF INTEREST. Contributor owns the Interest, free and clear of all liens, charges, encumbrances, restrictive agreements and assessments. UPREIT has received good and absolute title thereto, free of all liens, charges, encumbrances, restrictive agreements and assessments whatsoever. There are no outstanding options, contracts, calls, commitments or demands of any nature relating to the Interest.

5.1.7 The following entities are the only beneficial owners of the Contributor and no other entity holds any beneficial interest therein:

RA & DM, INC.
M.R.U. LIMITED PARTNERSHIP

5.1.8 The Partnership Agreement of Contributor has been provided to UPREIT and there have been no further amendments thereto.

6. COVENANTS OF CONTRIBUTOR.

6.1 GOOD FAITH. All actions required pursuant to this Agreement that are necessary to effectuate the transaction contemplated herein will be taken promptly and in good

9

faith by Contributor, and Contributor shall furnish UPREIT with such documents or further assurances as UPREIT may reasonably require.

6.2 AVAILABILITY OF RECORDS.

6.2.1 Upon UPREIT's reasonable request, for a period of two years after the Closing, Contributor shall make the Records available to UPREIT for inspection, copying and audit by UPREIT's designated accountants.

6.2.2 In addition, during such two year period Contributor shall provide, and cooperate in all reasonable respects in providing, UPREIT with copies of, or access to, such factual information as may be reasonably requested by UPREIT, and in the possession or control of Contributor, to enable the REIT to issue one or more press releases concerning the transaction that is the subject of this Agreement, to file a Current Report on Form 8-K, if, as and when such filing may be required by the SEC and to make any other filings that may be required by any Governmental Authority.

7. INDEMNITY. Contributor and the Manekin Group jointly and severally, do hereby agree to and do hereby indemnify, defend and hold harmless the UPREIT and the REIT and each of their respective partners, officers, directors, shareholders, agents and employees, and each of their successors and assigns (collectively the "INDEMNIFIED PARTIES"), from and against any and all claims, losses, demands, liabilities, suits, administrative proceedings, causes of action, costs and damages suffered by any Indemnified Party, and reasonable attorneys' fees of counsel selected by any Indemnified Party and other costs of defense, incurred, arising against, or suffered by any Indemnified Party, both known and unknown, present and future, at law or in equity (collectively "LOSSES"), arising out of, by virtue of or related in any way to, a breach of any representation, warranty or covenant of Contributor set forth in this Agreement, whether discovered before or after Closing,

8. LIMITATION OF LIABILITY. Neither the UPREIT, REIT or any Affiliate or their respective members, partners and shareholders shall incur any liability under any document or agreement required in connection with this Agreement, and UPREIT shall not be required (in connection with this Agreement) to execute any document or agreement that does not expressly exculpate and release such parties and their respective successors, assigns, affiliates, officers, shareholders, partners, employees, agents and representatives from any liability or obligation arising out of, or in connection with, this Agreement. Neither the UPREIT nor the REIT shall assume or discharge any debts, obligations, liabilities or commitments of Contributor whether accrued now or hereafter, fixed or

contingent, known or unknown,

9. BROKERAGE. UPREIT and Contributor each represents to the other that it has not dealt with any broker or agent in connection with this transaction. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 9.

10

10. REASONABLE EFFORTS. Contributor shall use its reasonable, diligent and good faith efforts, to perform as may be necessary or otherwise reasonably requested by UPREIT to effectuate the Exchange, and to otherwise carry out the purposes of this Agreement.

11. MISCELLANEOUS.

11.1. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

11.2. CONSTRUCTION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Contributor and UPREIT have contributed substantially and materially to the preparation of this Agreement. The headings of various Sections in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

11.3. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

11.4. PARTIAL INVALIDITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

11.5. EXPENSES. Contributor shall bear the costs and expenses of UPREIT relating to the transaction contemplated hereby, including, without limitation, fees and expenses of legal counsel or other representatives for the services used, hired or connected with the proposed transactions mentioned above. In addition, Contributor shall reimburse UPREIT for all accounting costs incurred by it in connection with the Exchange and the computations under Section 4.8 hereof, not to exceed \$10,000.

11.6. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, any of which may contain the signatures of less than all parties, and all of which together shall constitute a single agreement.

11.7. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

11.8. FURTHER ASSURANCES. Contributor agrees to execute and acknowledge and deliver any further agreements, documents or instruments that are necessary or desirable in the judgment of UPREIT to carry out the transactions contemplated hereby.

11

11.9 SURVIVAL. All representations, warranties, covenants and indemnities contained herein shall survive this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement the day and year first above written.

CONTRIBUTOR:
M.O.R. 44 GATEWAY ASSOCIATES LIMITED
PARTNERSHIP, a Maryland limited partnership

By: RA & DM, Inc., its general partner
By: _____ (SEAL)
Name: _____
Title: _____

UPREIT:

CORPORATE OFFICE PROPERTIES, L.P.

By: Corporate Office Properties Trust,
Its general partner

By: _____ (SEAL)

Name:

Title:

MANEKIN GROUP:

RA & DM, INC.

By: _____ (SEAL)

Name:

Title:

M.R.U. LIMITED PARTNERSHIP

By: RA & DM, INC., its general partner

By: _____ (SEAL)

Name:

Title:

12

SCHEDULE 5.1.2

M.R.U. LIMITED PARTNERSHIP PLEDGED ITS ECONOMIC INTEREST IN CONTRIBUTOR TO
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY.

13

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 31st day of December, 1998 ("CONTRACT DATE"), by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, for and on behalf of its Developmental Properties Account ("METLIFE") and CORPORATE ACQUISITIONS, INC., a Delaware corporation ("BUYER"), for the purpose of setting forth the agreement of the parties hereto, and is joined in for the limited purposes set forth herein by Anchor Title Company of Columbia, Maryland (the "TITLE COMPANY"), M.O.R. 44 Gateway Associates Limited Partnership ("MOR"), Corporate Office Properties, L.P. ("COP LP") and DPA/Gateway Limited Partnership, a limited partnership organized under the laws of the State of Delaware ("DPA GATEWAY").

BACKGROUND

A. MetLife and DPA Gateway are the sole general partners of Gateway 44 Partnership, a general partnership organized under the laws of the State of Maryland (the "PARTNERSHIP"), and governed by an Amended and Restated General Partnership Agreement dated as of March 31, 1988, and an Amendment to Amended and Restated General Partnership Agreement of Gateway 44 Partnership dated as of December 31, 1996 (as so amended, the "PARTNERSHIP AGREEMENT"). MetLife and DPA Gateway together hold 100% of the partnership interests in the Partnership (MetLife's interest in the Partnership being referred to as the "METLIFE PARTNERSHIP INTEREST," and DPA Gateway's interest in the Partnership being referred to as the "DPA GATEWAY PARTNERSHIP INTEREST").

B. MetLife and MOR are the sole partners of DPA Gateway, MetLife being the sole general partner and MOR being the sole limited partner (MetLife's interest in DPA Gateway is referred to as the "METLIFE DPA INTEREST" and MOR's interest in DPA Gateway is referred to as the "MOR DPA INTEREST").

C. The Partnership is the owner of the following real and personal property (collectively, the "PROPERTY"):

1. The parcel of land described on EXHIBIT A attached hereto (the "LAND"), together with all rights, easements and interests appurtenant thereto, including, but not limited to, any streets or other public ways adjacent to the Land and any water or mineral rights owned by the Partnership;

2. All improvements located on the Land, including, but not limited to, all buildings, structures, systems, and utilities (all such improvements being collectively referred to herein as the "IMPROVEMENTS"), but excluding improvements, if any, owned by the tenants of such buildings ("TENANTS");

3. All fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Land and Improvements, owned by the Partnership and located within the Land and Improvements (the "PERSONALTY"); and

4. All intangible property used or useful in connection with the foregoing including, without limitation, all trademarks, tradenames, development rights, entitlements, contract rights, tenant improvement loans, guarantees, licenses, permits and warranties (collectively, the "INTANGIBLE PERSONAL PROPERTY").

D. Subject to the negotiation of such mutually acceptable agreements, if any, as MOR and/or COP LP deem reasonably necessary, MOR is prepared, immediately prior to the Closing hereunder, to transfer, assign and convey the MOR DPA Interest to COP LP in exchange for a one (1) unit interest in COP LP (the "COP INTEREST"), and COP LP is prepared to transfer, assign and convey the COP Interest to MOR in exchange for the MOR DPA Interest, all on the terms and conditions hereinafter set forth, and as may be set forth in any separate agreements between MOR and COP LP.

E. MetLife is prepared to sell, transfer, assign and convey to Buyer the MetLife Partnership Interest and the MetLife DPA Interest, and Buyer desires to purchase and accept the same from MetLife for the Purchase Price (hereafter defined) and on the other terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

1. SALE AND PURCHASE. MetLife hereby agrees to sell, transfer and convey to Buyer the MetLife Partnership Interest and the MetLife DPA Interest and Buyer hereby agrees to purchase and accept the same from MetLife, all for the Purchase Price and on and subject to the other terms and conditions set forth in this Agreement.

1A. EXCHANGE OF UNITS. Subject to the negotiation and execution of such mutually acceptable agreements, if any, as MOR and/or COP LP deem reasonably necessary, immediately prior to the Closing hereunder, MOR shall transfer, assign and convey the MOR DPA Interest to COP LP in exchange for the COP Interest, and COP LP shall simultaneously transfer, assign and convey the COP Interest to MOR in exchange for the MOR DPA Interest. In no event shall the Closing Date be extended to permit the consummation of the aforesaid transaction between MOR and COP LP,

-2-

nor shall MetLife be obligated to incur any additional costs or assume any additional obligations or liabilities as a result thereof.

2. PURCHASE PRICE. The purchase price for the MetLife Partnership Interest and the MetLife DPA Interest (the "PURCHASE PRICE") shall be Eighteen Million Nine Hundred Thousand Dollars (\$18,900,000.00), which, subject to the terms and conditions hereinafter set forth, shall be paid to MetLife by Buyer as follows:

2.1. DEPOSIT. Concurrent with the execution and delivery of this Agreement by Buyer, Buyer shall deliver to the Title Company Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "DEPOSIT"). The Deposit shall be held by the Title Company in accordance with the terms of Section 12 hereof. If the Closing (hereafter defined) occurs, any interest earned on the Deposit shall be paid to Buyer at the time of Closing; otherwise any interest earned on the Deposit shall be paid to the party entitled to the Deposit pursuant to the terms of this Agreement.

2.2. PAYMENT AT CLOSING; FUNDING AGREEMENT. At the consummation of the transaction contemplated hereby (the "CLOSING"), Buyer shall deliver to the Title Company cash in an amount equal to the Purchase Price less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, transferred to the order or account of MetLife or such other person as MetLife may designate in writing. In no event shall DPA Gateway, MOR or COP LP be entitled to any portion of the Purchase Price.

3. REPRESENTATIONS AND WARRANTIES. Except (A) as otherwise set forth in the written schedules attached to this Agreement (the "SCHEDULES"), if any, which set forth the exceptions to the representations and warranties contained in this Section 3 and certain other information called for by this Agreement (unless otherwise specified, (i) each reference in this Agreement to any numbered schedule is a reference to that numbered schedule which is included in the Schedules and (ii) no disclosure made in any particular numbered schedule of the Schedules shall be deemed made in any other numbered schedule of the Schedules unless expressly made therein (by cross-reference or otherwise)), and (B) as expressly set forth in any document delivered to the Buyer by MetLife, DPA Gateway, the Partnership or MOR prior to the Closing, MetLife, DPA Gateway and/or MOR, (solely as to the matter set forth in Section 3.2(b)) as the case may be, represent and warrant to Buyer that the following matters are true and correct as of the Contract Date, in all material respects, and shall be true and correct as of the Closing Date (hereafter defined), in all material respects, and further covenant as set forth below. All representations, warranties and covenants made in this Section 3 are made for the benefit of Buyer only, and all parties hereto agree that no party other than Buyer may rely thereon.

-3-

3.1. REPRESENTATIONS AND WARRANTIES OF METLIFE.

(a) ORGANIZATION AND AUTHORITY. MetLife has been duly organized and is validly existing under the laws of the State of New York. The execution and delivery of this Agreement by MetLife, and the performance of this Agreement by MetLife, have been duly authorized by MetLife, and, to the best of MetLife's knowledge, this Agreement is binding on MetLife and enforceable against it in accordance with its terms. No consent of any creditor, investor,

partner, shareholder, tenant-in-common, judicial or administrative body, Governmental Authority, or other governmental body or agency, or other party to such execution, delivery and performance by MetLife is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which MetLife is a party or by which MetLife or the Property are bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which MetLife and/or the Property are subject. For the purposes of this Agreement, "GOVERNMENTAL AUTHORITY/AUTHORITIES" shall mean any agency, commission, department or body of any municipal, township, county, local, state or Federal governmental or quasi-governmental regulatory unit, entity or authority having jurisdiction or authority over all or any portion of the Property or the management, operation, use or improvement thereof. MetLife has the full right and authority to transfer good title to the MetLife Partnership Interest and the MetLife DPA Interest free and clear of all liens, encumbrances or other claims and to consummate or cause to be consummated the transactions contemplated by this Agreement.

(b) PENDING ACTIONS. To MetLife's knowledge, MetLife has not received written notice of any action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against MetLife which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

3.2 REPRESENTATIONS AND WARRANTIES OF METLIFE AND MOR.

(a) MetLife is the sole general partner of DPA Gateway and owns a fifty percent (50%) partnership interest in DPA Gateway .

(b) MOR is a limited partner of DPA Gateway and owns a fifty percent (50%) partnership interest in DPA Gateway.

3.3 REPRESENTATIONS AND WARRANTIES OF METLIFE AND DPA GATEWAY.

MetLife and DPA Gateway are the sole general partners of the Partnership, and MetLife and DPA Gateway, together, hold one hundred percent (100%) of the Partnership Interests in the Partnership.

-4-

3.4 FURTHER REPRESENTATIONS AND WARRANTIES OF METLIFE.

(a) ORGANIZATION OF THE PARTNERSHIP. The Partnership has been duly organized and is validly existing under the laws of the State of Maryland. DPA Gateway has been duly organized and is validly existing under the laws of the State of Delaware.

(b) PARTNERSHIP AGREEMENT. The copies of the agreements and amendments which comprise the Partnership Agreement and the DPA/Gateway Limited Partnership Agreement of Limited Partnership dated December 31, 1996 (the "DPA Partnership Agreement"), which have been delivered by MetLife and DPA Gateway to Buyer, are true, correct and complete copies of such agreements and amendments and there are no other agreements, modifications or amendments pertaining to the Partnership Agreement or to the DPA Partnership Agreement.

(c) FINANCIAL STATEMENTS. To MetLife's knowledge, there have been delivered to Buyer true, correct and complete copies of the audited financial statements for the Partnership and DPA Gateway for 1995, 1996 and 1997, prepared by Wolpoff & Company (collectively, the "Financial Statements"). To MetLife's knowledge, the Financial Statements present fairly in all material respects the financial position, results of operations and cash flows of the Partnership and of DPA Gateway as of the dates thereof and for the periods covered thereby, in accordance with generally accepted accounting principles applied on a consistent basis. To MetLife's knowledge, since December 31, 1997, there has not been any material adverse change in the business, assets, financial condition or results of operations of the Partnership or DPA Gateway.

(d) TAXES AND TAX RETURNS. The Partnership and DPA Gateway have filed all federal, state and local tax returns they are required by law to file for each year of their existence except 1998. The Partnership and DPA Gateway have paid or caused to be paid all federal, state, local, foreign, and other taxes, including without limitation, income taxes, estimated taxes, alternative minimum taxes, excise taxes, sales taxes, use taxes, value-added taxes, gross receipts taxes, franchise taxes, capital stock taxes, employment and payroll-related taxes, withholding taxes, stamp taxes, transfer taxes, windfall profit taxes, environmental taxes and property taxes, whether or not measured in whole or in part by net income, and all deficiencies, or other additions to tax, interest, fines and penalties owned by them (collectively,

"TAXES"), required to be paid by the Partnership and DPA Gateway through the date hereof whether disputed or not.

(e) SINGLE PURPOSE PARTNERSHIPS. The Partnership is a single purpose partnership, which purpose is the acquisition, ownership, management, leasing and disposition of the Property, the Partnership has no other assets other than the Property and the Partnership has never had any employees. DPA Gateway is a

-5-

single purpose partnership whose purpose is the ownership of the DPA Gateway Partnership Interest, DPA Gateway has no other assets other than the DPA Gateway Partnership Interest, and DPA Gateway has never had any employees.

(f) PENDING ACTIONS. To MetLife's knowledge, neither the Partnership nor DPA Gateway has received written notice of any action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against the Partnership or DPA Gateway which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(g) DELIVERIES BY THE PARTNERSHIP. The Partnership has or will promptly deliver to Buyer copies of all (i) building permits, certificates of occupancy, boiler certificates, elevator certificates, licenses, approvals, entitlements, grants of right, environmental permits or similar authorizations issued or pending before any governmental or quasi-governmental authority, beneficial or necessary to the ownership, maintenance, construction or operation of the Land and Improvements ("PERMITS"), (ii) plans and specifications pertaining to the Improvements ("PLANS"), and (iii) other documents or instruments referenced in the Schedules ("SCHEDULE ITEMS"), to the extent such Permits, Plans or Schedule Items are in the Partnership's possession or control. To the best of MetLife's knowledge, all items delivered by MetLife, DPA Gateway or the Partnership or their agents in connection with this Agreement are true, accurate, correct and complete in all material respects, and fairly present the information set forth in a manner that is not misleading.

(h) DEFAULTS. The Partnership has not received written notice alleging the existence of any default under (i) any of the recorded documents affecting the Property, or (ii) under any certificate of occupancy, license, permit, authorization or other approval required by law or by any governmental authority having jurisdiction thereover in respect of the Property, or any portion thereof, the occupancy thereof or any present use thereof (the "GOVERNMENTAL APPROVALS").

(i) LEASES; CONTRACTS. Other than as set forth on Schedule 1 ("LEASES") and Schedule 2 ("CONTRACTS"), there are no leases or contracts of any kind to which the Partnership is a party relating to the management, leasing, operation, maintenance or repair of the Property. Other than for the Partnership's current lender, no rent under any of the Leases has been voluntarily assigned or encumbered by Owner. MetLife further represents and warrants that, except as set forth in Schedule 1, to the best of MetLife's knowledge, the Partnership has paid in full all expenses connected with the negotiation, execution and delivery of the leases set forth on Schedule 1 (together with such additional leases approved or permitted pursuant to Section 5 hereof, the "LEASES") which are due and owing as of the date hereof, including without limitation brokers' commissions, leasing fees and recording fees (but excluding any such commissions or fees attributable to extension, renewal

-6-

or expansion options exercised after the Closing Date). All contracts set forth on Schedule 2 (together with such additional contracts approved or permitted pursuant to Section 5 hereof, the "CONTRACTS") shall be terminated by the Partnership as of the Closing Date, unless Buyer, prior to the expiration of the Inspection Period, notifies the Partnership to continue the same.

(j) COMPLIANCE WITH LAWS AND CODES; RE-ZONING. The Partnership has not received written notice of (i) any violations of any applicable federal, state or local statutes, regulations, directives, ordinances, regulations, codes, licenses, permits and authorizations affecting the Property or the use thereof (or the use and operation of any component, portion or area of the Property), including without limitation those pertaining to environmental matters, contamination of any type whatsoever or health and safety matters, (ii) any threatened proceeding for the re-zoning of the Property or any portion thereof, or (iii) the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

(k) LITIGATION. There are no pending or, to the best of MetLife's knowledge, threatened judicial, municipal or administrative proceedings affecting the Partnership, DPA Gateway or the Property, or in which the Partnership or DPA Gateway is or will be a party by reason of the Partnership's ownership or operation of the Property or DPA Gateway's ownership of the DPA Gateway Partnership Interest. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against the Partnership or DPA Gateway, or to the best of MetLife's knowledge, threatened against the Partnership or DPA Gateway or pending against any direct or indirect partner of the Partnership, nor are any of such proceedings contemplated by the Partnership or DPA Gateway. In the event any proceeding of the character described in this Section 3.3(k) is initiated or threatened against the Partnership or DPA Gateway prior to the Closing, the Partnership shall promptly advise Buyer thereof in writing.

(l) REAL ESTATE TAXES. The Partnership has not received written notice of any proposed increase in the assessed valuation or rate of taxation of the Property from that reflected in the most recent real estate tax bills. There is not now pending, and the Partnership will not, without the prior written consent of Buyer (which consent shall not be unreasonably withheld or delayed), institute prior to the Closing Date, any proceeding or application for a reduction in the real estate tax assessment of the Property or any other relief for any tax year.

(m) CONDEMNATION. MetLife has no knowledge of any pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Property.

-7-

(n) EMPLOYEES. Neither the Partnership nor DPA Gateway have any employees and there are no charges or liabilities against the Partnership or DPA Gateway for any worker related taxes, premiums or similar matters.

(o) ENVIRONMENTAL MATTERS. To MetLife's knowledge, except for matters addressed in that certain Phase I Environmental Site Assessment prepared by Law Engineering & Environmental Services, Inc., and dated April 25, 1997, a copy of which has been previously delivered to Buyer, there are no facts or circumstances which give, or would give, MetLife reason to believe that any condition exists on the Property arising out of or related to the presence of Hazardous Materials which, upon the failure to act, the passage of time or the giving of notice would constitute a violation of any Environmental Law. As used herein, the term "Environmental Law" means all federal, state and local laws, ordinances, rules, regulations, codes or orders, including without limitation any requirement imposed under any permits, licenses, judgments, decrees, agreements or recorded covenants, conditions, restrictions or easements, the purpose of which is to protect the environment, human health, public safety or welfare. As used herein, "Hazardous Materials" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, processing, treatment, storage, disposal, transportation, spill, release or effect is regulated under any Environmental Law.

Whenever a representation and warranty in this Section 3 or elsewhere in this Agreement is qualified by "to the best knowledge of MetLife," "to the best knowledge of DPA Gateway" or similar phrases, it shall mean the actual, not imputed or constructive, knowledge of Kevin Stotts and Mark Mollica of AEW Capital Management, L.P. ("AEW"), investment manager of MetLife without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted.

The representations and warranties in this Section 3 shall be deemed remade by MetLife, DPA Gateway, and MOR, as the case may be, as of the Closing Date with the same force and effect as if in fact specifically remade at that time. Such representations and warranties shall survive the Closing for a period of one year; provided, however, that Buyer shall not be entitled to bring a claim with respect to any representation and warranty during such one year period if, on or prior to the Closing Date, Buyer acquired actual, not imputed or constructive, knowledge that the applicable representation and warranty was not true in all material respects as of the Closing Date.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT METLIFE AND DPA GATEWAY ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTNERSHIP, DPA GATEWAY OR THE PROPERTY,

-8-

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING METLIFE SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE METLIFE PARTNERSHIP INTEREST AND THE METLIFE DPA INTEREST AND THE PROPERTY IN ITS CONDITION ON THE DATE THEREOF, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND METLIFE AND DPA GATEWAY ARE NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PARTNERSHIP, DPA GATEWAY, THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY METLIFE, DPA GATEWAY, THE PARTNERSHIP, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT METLIFE, DPA GATEWAY OR THE PARTNERSHIP, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

BUYER AGREES THAT IT HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE REPRESENTATIONS AND WARRANTIES AND THE PROVISIONS RELATING TO A BREACH THEREOF), BUYER IS RELYING ON SUCH INDEPENDENT INVESTIGATIONS.

4. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS.

4.1. DELIVERIES BY THE PARTNERSHIP. To the extent in the Partnership's or AEW's possession, the Partnership shall continue to make available to Buyer, from and after the Contract Date, at reasonable times and upon reasonable notice, all books, records, tax returns, correspondence, financial data, leases, and all other documents and matters, public or private, maintained by the Partnership or AEW, relating to receipts and expenditures pertaining to the Property for the three most recent full calendar years and the current calendar year and all contracts, rental

-9-

agreements and all other documents and matters, public or private, maintained by Partnership or its agents, relating to operations of the Property (collectively, "RECORDS").

4.2. INSPECTION; ACCESS.

(a) BASIC PROPERTY INSPECTION. During the Inspection Period (as hereafter defined), at reasonable times and upon reasonable notice, Buyer, its agents and representatives shall be entitled to conduct inspections of the Property, which will include the rights to: (1) enter upon the Land and Improvements to perform inspections and tests of any and all of the Property, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, all structural and mechanical systems within the Improvements, including, but not limited to, sprinkler systems, power lines and panels, air lines and compressors, automatic doors, tanks, pumps, plumbing and all equipment and vehicles; (ii) examine and copy any and all Records, Contracts, Leases and other materials relating to the Property ("PROPERTY MATERIALS") including but not limited to as-built plans, title reports, surveys, legal descriptions, environmental studies, appraisals, assessments, rights-of-way and liens; (iii) make investigations with regard to zoning, environmental (including, but not limited to, an environmental assessment as specified in Section 4.2(b), which includes, but is not limited to, an analysis of the presence of any asbestos, chlordane, formaldehyde or other Hazardous Material in, under or upon the Property, or any underground storage tanks on, or under, the Land), building, code, regulatory and other legal or governmental requirements; (iv) make or obtain market studies and real estate tax analyses; and (v) interview Tenants with respect to their current and prospective occupancies. Without limitation of the foregoing, Buyer or its designated independent or other accountants may audit the financial statements and all income and expense statements, year-end financial and monthly and annual operating statements for the Property for calendar years 1995, 1996, 1997 and, to the extent available, 1998, and the Partnership shall supply such documentation as Buyer or its accountants may reasonably request in order to complete such audit.

(b) ENVIRONMENTAL ASSESSMENT. During the Inspection Period, at reasonable times and upon reasonable notice, Buyer or Buyer's agent(s) shall have the right to employ one or more environmental consultants or other professional(s) to perform or complete such environmental inspections and assessments of the Property as Buyer deems necessary or desirable; provided, however, that Buyer shall not perform a "Phase II" environmental assessment or undertake any other invasive physical tests at the Property without first

obtaining the Partnership's approval to do so, which approval shall not be unreasonably withheld or delayed. Buyer and its consultants shall also have the right to undertake or complete a technical review of all documentation, reports, plans, studies and information in possession of the Partnership or AEW, or its past or present environmental consultants, concerning or

-10-

in any way related to the environmental condition of the Property. In order to facilitate the assessments and technical review, the Partnership shall extend its full cooperation (but without third party expense to MetLife, DPA Gateway or the Partnership) to Buyer and its environmental consultants, including, without limitation, providing access to all files and fully and completely answering all questions.

(c) SURVEY. By December 24, 1998, Buyer shall, at Buyer's cost and expense, obtain an "as-built" survey of the Property (the "SURVEY"). If Buyer disapproves of any matters disclosed in the Survey, Buyer shall give written notice to MetLife of such disapproval, indicating in reasonable detail the nature and reasons for Buyer's objection, prior to the expiration of the Inspection Period. If Buyer fails to give such notice of disapproval prior to the expiration of the Inspection Period, Buyer shall be deemed to have approved all matters disclosed in the Survey. In the event Buyer so notifies MetLife of Buyer's disapproval of the Survey, MetLife may elect (but shall have no obligation whatsoever) to attempt to cure any disapproved matter within thirty (30) days from receipt of such notice (the "SURVEY CURE PERIOD"), in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the earlier of thirty (30) days after receipt of such notice or three (3) business days after such matter is cured. Within five (5) business days after receiving Buyer's notice (the "SURVEY NOTICE PERIOD"), MetLife shall notify Buyer if MetLife intends to attempt to effectuate such cure. In the event that, prior to the expiration of the Survey Notice Period, MetLife fails to give such notice of its intention to attempt to effectuate such cure, Buyer may, within two (2) business days after the expiration of the Survey Notice Period, terminate this Agreement by notice to MetLife in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided if Buyer does not so terminate this Agreement within two (2) business days after the expiration of the Survey Notice Period, Buyer shall be deemed to have waived objection to any such survey matter and agreed to accept title subject thereto, without reduction in the Purchase Price. In the event MetLife gives such notice of its intention to attempt to effectuate such cure and thereafter fails to actually effectuate such cure within the Survey Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement within two (2) business days after the expiration of the Survey Cure Period, in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided if Buyer does not so terminate this Agreement within two (2) business days after the expiration of the Survey Cure Period, Buyer shall be deemed to have waived objection to any such survey matter and agreed to accept title subject thereto, without reduction in the Purchase Price.

(d) TITLE. By December 24, 1998, Buyer shall obtain a complete title report or commitment with respect to the Property (with copies of all instruments listed as exceptions to title). If Buyer disapproves of any matters disclosed in the title report, Buyer shall give written notice to MetLife of such disapproval, indicating in reasonable detail the nature and reasons for Buyer's

-11-

objection, prior to the expiration of the Inspection Period. If Buyer fails to give such notice of disapproval prior to the expiration of the Inspection Period, Buyer shall be deemed to have approved all matters disclosed in the title report. In the event Buyer so notifies MetLife of Buyer's disapproval of the title report, MetLife may elect (but shall have no obligation whatsoever) to attempt to cure any disapproved matter within thirty (30) days from receipt of such notice (the "TITLE CURE PERIOD"), in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the earlier of thirty (30) days after receipt of such notice or three (3) business days after such matter is cured. Within five (5) business days after receiving Buyer's notice (the "TITLE NOTICE PERIOD"), MetLife shall notify Buyer if MetLife intends to attempt to effectuate such cure. In the event that, prior to the expiration of the Title Notice Period, MetLife fails to give such notice of its intention to attempt to effectuate such cure, Buyer may, within two (2) business days after the expiration of the Title Notice Period, terminate this Agreement by notice to MetLife in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided if Buyer does not so terminate this Agreement within two (2) business days after the expiration of the Title Notice Period, Buyer shall be deemed to have waived objection to any such title matter and agreed to accept title subject thereto, without reduction in the

Purchase Price. In the event MetLife gives such notice of its intention to attempt to effectuate such cure and thereafter fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement within two (2) business days after the expiration of the Title Cure Period, in which event the Deposit, and all interest earned thereon, shall be returned to Buyer, provided if Buyer does not so terminate this Agreement within two (2) business days after the expiration of the Title Cure Period, Buyer shall be deemed to have waived objection to any such title matter and agreed to accept title subject thereto, without reduction in the Purchase Price.

(e) BUYER'S UNDERTAKING. Buyer hereby covenants and agrees that it shall cause all studies, investigations and inspections performed at the Property pursuant to this Section 4.2 to be performed in a manner that does not materially or unreasonably disturb or disrupt the tenancies at or business operations of the Property. In the event that, as a result of Buyer's exercise of its rights under Sections 4.2(a) and 4.2(b), physical damage occurs to the Property, then Buyer shall promptly repair such damage, at Buyer's sole cost and expense, so as to return the Property to substantially the same condition as exists on the Contract Date. Buyer hereby indemnifies, protects, defends and holds MetLife, DPA Gateway and the Partnership harmless from and against any and all losses, damages, claims, causes of action, judgments, damages, costs and expenses that MetLife, DPA Gateway or the Partnership actually suffers or incurs as a direct result of any physical damage caused to, in, or at the Property during the course of, or as a result of, any or all of the studies, investigations and inspections that Buyer elects to perform (or causes to be performed) pursuant to this Section 4.2.

-12-

(f) CONFIDENTIALITY. Each party agrees to maintain in confidence, and not to disclose to Tenants or Tenants' employees, the information contained in this Agreement or pertaining to the transaction contemplated hereby and the information and data furnished or made available by MetLife, DPA Gateway or the Partnership to Buyer, its agents and representatives in connection with Buyer's investigation of the Property and the transactions contemplated by this Agreement; provided, however, that each party, its agents and representatives may disclose such information and data (i) to such party's accountants, attorneys, existing or prospective lenders, investment bankers, accountants, underwriters, ratings agencies, partners, consultants and other advisors in connection with the transactions contemplated by this Agreement to the extent that such representatives reasonably need to know (in the disclosing party's reasonable discretion) such information and data in order to assist, and perform services on behalf of, the disclosing party; (ii) to the extent required by or appropriate under any applicable statute, law, regulation or Governmental Authority; (iii) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement or otherwise relating to the Property or any of them; (iv) to the extent such disclosure is required or appropriate in connection with any securities offering or other capital markets or financing transaction undertaken by any corporate or partnership entity affiliated with, or related to, the Buyer ("AFFILIATE"); (v) to the extent such information and data become generally available to the public other than as a result of disclosure by such party or its agents or representatives; (vi) to the extent such information and data become available to such party or its agents or representatives from a third party who, insofar as is known to such party, is not subject to a confidentiality obligation to the other party hereunder; and (vii) to the extent necessary in order to comply with each party's respective covenants, agreements and obligations under this Agreement. In the event the transactions contemplated by this Agreement shall not be consummated, such confidentiality shall be maintained indefinitely. Furthermore, MetLife, DPA Gateway and Buyer acknowledge that, notwithstanding any contrary term of this Section 4.2(f), Buyer shall have the right to conduct Tenant interviews, and the disclosure of the existence of this Agreement to the Tenants shall not constitute a breach of the above restriction. Buyer shall also have the right to issue a press release upon the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(g) INSPECTION PERIOD. The term "INSPECTION PERIOD," as used herein, shall mean the period ending at 5:00 p.m. eastern standard time three (3) days before the Closing Date. Buyer may terminate this Agreement in its sole discretion by giving written notice of such election to MetLife on any day prior to and including the final day of the Inspection Period, in which event the Deposit and any interest earned thereon shall be returned forthwith to Buyer and, except as expressly set forth herein, no party shall have any further liability or obligation to the others hereunder. In the absence of such written notice, the contingency provided for in

-13-

this Section 4.2(g) no longer shall be applicable, and this Agreement shall continue in full force and effect.

4.3. ADDITIONAL BUYER'S CONDITIONS PRECEDENT. In addition to the other conditions enumerated in this Agreement, the following shall be conditions precedent to Buyer's obligation to close ("BUYER'S CONDITIONS PRECEDENT"):

(a) PHYSICAL CONDITION. The physical condition of Property shall be substantially the same on the Closing Date as on the last day of the Inspection Period, reasonable wear and tear excepted, unless the alteration of said physical condition is the result of Damage.

(b) BANKRUPTCY. As of the Closing Date, neither the Partnership nor DPA Gateway shall be the subject of any bankruptcy proceeding for which approval of this transaction has not been given and issued by the applicable bankruptcy court.

(c) REPRESENTATIONS AND WARRANTIES TRUE. The representations and warranties of MetLife, MOR and DPA Gateway contained in this Agreement shall be true and correct as of the Closing Date, in all material respects, as though such representations and warranties were made on such date.

(d) COVENANTS PERFORMED. All covenants of MetLife and DPA Gateway required to be performed on or prior to the Closing Date shall have been performed, in all material respects.

5. NEW LEASES AND LEASE MODIFICATIONS. Effective as of the execution of this Agreement, MetLife hereby covenants with Buyer as follows:

5.1. NEW LEASES. The Partnership shall not amend or terminate any Lease, nor shall the Partnership execute any new lease, license, or other agreement affecting the ownership or operation of all or any portion of the Property, without in each case obtaining Buyer's prior written approval, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything in this Agreement to the contrary, the Partnership may cancel or terminate any Lease or commence collection, unlawful detainer or other remedial action against any Tenant without Buyer's consent upon the occurrence of a default by the Tenant under said Lease.

5.2. NEW CONTRACTS. Neither the Partnership nor DPA Gateway shall enter into any contract with respect to the ownership and operation of all or any portion of the Property or the ownership of the DPA Gateway Partnership Interest that will survive the Closing, or that would otherwise affect the use, operation or enjoyment of the Property or affect the DPA Gateway Partnership Interest, without

-14-

Buyer's prior written approval, which approval may be granted or denied in Buyer's sole discretion.

5.3. OPERATION OF PROPERTY. The Partnership shall perform, when due, all of its obligations under the Leases, Governmental Approvals, Contracts and other agreements relating to the Property and otherwise in accordance with applicable laws, ordinances, rules and regulations affecting the Property. Except as otherwise specifically provided herein, the Property shall be delivered at Closing in substantially the same condition as it is in on the Contract Date, reasonable wear and tear and Damage excepted. The Partnership shall not remove any fixtures from the Property, unless the same are replaced by fixtures of equal or greater utility and value.

5.4. GOOD FAITH. All actions required pursuant to this Agreement that are necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by the parties hereto, and each party shall furnish the other with such documents or further assurances as the requesting party may reasonably require.

5.5. NO ASSIGNMENT. After the Contract Date and prior to the Closing, the Partnership shall not assign, alienate, lien, encumber or otherwise transfer all or any part of the Property or any interest therein, nor shall MetLife assign, lien, encumber or otherwise transfer any interest in the MetLife Partnership Interest or the MetLife DPA Interest.

5.6. AVAILABILITY OF RECORDS, AUDIT REPRESENTATION LETTER.

(a) Upon Buyer's reasonable request, for a period of two years after the Closing, to the extent in the possession of MetLife or AEW, MetLife shall make the Records available to Buyer for inspection, copying and audit by Buyer's designated accountants. At any time before or within two years after the Closing, MetLife further agrees to provide to the Buyer's designated independent auditor, upon the reasonable request of Buyer or such auditor, an

audit representation letter delivered by MetLife, as a former partner of the Partnership, regarding the books and records of the Property maintained by the Partnership prior to the Closing, in a form reasonably agreed upon by Buyer, MetLife and their respective accountants.

(b) In addition, during such two year period, MetLife shall provide, and cooperate in all reasonable respects in providing, Buyer with copies of, or access to, such factual information as may be reasonably requested by Buyer, and in the possession of MetLife or AEW, to enable any Affiliate of Buyer to issue one or more press releases concerning the transaction that is the subject of this Agreement, to file a Current Report on Form 8-K, if, as and when such filing may be required by the Securities and Exchange Commission and to make any other filings that may be

-15-

required by any Governmental Authority. The obligation of MetLife to cooperate in providing Buyer with such information shall be at Buyer's sole cost and expense.

5.7. CHANGE IN CONDITIONS. MetLife and DPA Gateway shall promptly notify Buyer of any change in any condition with respect to the Property of which it receives notice or of the occurrence of any event or circumstance of which it receives notice that makes any representation or warranty of MetLife or DPA Gateway to Buyer under this Agreement untrue or misleading, or any covenant of Buyer under this Agreement incapable or less likely of being performed.

6. CLOSING; DELIVERIES.

6.1. TIME OF CLOSING. Except as otherwise provided in this Agreement, the closing of the transaction contemplated by this Agreement (the "CLOSING") shall take place on the date (the "CLOSING DATE") specified by Buyer upon not less than three (3) days prior notice to MetLife, provided that the Closing Date shall occur no later than December 30, 1998. The Closing shall take place through escrow at the offices of the Title Company or at such other place as may be mutually agreed upon by the parties.

6.2. DELIVERIES BY METLIFE AND DPA GATEWAY. At the Closing (or such other times as may be specified below), MetLife shall deliver or cause to be delivered to Buyer the following, each in form and substance reasonably acceptable to MetLife, Buyer and their respective counsel:

(a) ASSIGNMENT AND ASSUMPTION AGREEMENT. An Assignment and Assumption Agreement regarding the MetLife Partnership Interest and the MetLife DPA Interest, substantially in the form of EXHIBIT B, duly executed by MetLife;

(b) AFFIDAVIT OF TITLE AND ALTA STATEMENT. An Affidavit of Title (or comparable document) as required by the Title Company in the State of Maryland as a condition to the deletion of the general exceptions of Schedule B, Section 2 of the commitment for title insurance, executed by MetLife and in form and substance acceptable to the Title Company and to Buyer;

(c) ORIGINAL DOCUMENTS. Originals of the Leases, Contracts, Records and any Governmental Approvals;

(d) CLOSING STATEMENT. A closing statement conforming to the proration and other relevant provisions of this Agreement (the "CLOSING STATEMENT") duly executed by MetLife;

-16-

(e) PLANS AND SPECIFICATIONS. All engineering and architectural plans and specifications, drawings, studies and surveys relating to the Property in the possession of the Partnership, MetLife, DPA Gateway or AEW;

(f) ENTITY TRANSFER CERTIFICATE. Entity transfer certifications confirming that MetLife is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

(g) CLOSING CERTIFICATES. Certificates, signed by MetLife and DPA Gateway certifying that the representations and warranties of MetLife and DPA Gateway contained in this Agreement are true and correct as of the Closing Date and that all covenants required to be performed by MetLife and DPA Gateway prior to the Closing Date have been performed;

(h) TENANT ESTOPPEL CERTIFICATES. A tenant estoppel certificate, substantially in the form attached hereto as EXHIBIT C-1, duly

executed by tenants representing 100% of the rentable square footage actually demised under Leases as of the Closing (the "ESTOPPEL CERTIFICATE REQUIREMENT"). A Tenant Estoppel Certificate shall not be deemed unsatisfactory merely because any tenant qualifies any statement or certification therein by a "best of knowledge" standard or similar provision.

If MetLife is unable to obtain tenant estoppel certificates which satisfy the Estoppel Certificate Requirement, then MetLife may elect (but shall have no obligation whatsoever) to deliver its estoppel certificate in the form attached hereto as EXHIBIT C-2 relating to Leases which, when combined with tenant estoppel certificates delivered to Buyer, satisfy the Estoppel Certificate Requirement, in which event the Closing delivery required by this Section shall be deemed to have been satisfied. If MetLife delivers its certificate with respect to any tenant, it shall be entitled after Closing to continue to deal with any tenant who has not delivered an estoppel certificate to attempt to obtain such a certificate from such tenant, and Buyer shall reasonably cooperate with MetLife in such attempt, at no cost or expense to Buyer and without Buyer being obligated to take any action under the applicable Lease against any tenant which fails to deliver an estoppel certificate. If a tenant estoppel certificate is delivered to Buyer after the Closing with respect to any tenant for whom MetLife has delivered its certificate at Closing pursuant to this paragraph, the certificate of MetLife with respect to such tenant shall automatically be deemed null and void and Buyer shall return the same to MetLife. With respect to any statement or certification relating to a tenant contained in the certificate of MetLife, MetLife may qualify said statement or certification therein by a "best of knowledge" standard or similar provision.

(h) OTHER. Such other documents and instruments as may reasonably be required by Buyer, its (or its underwriters' or lenders') counsel or the Title Company and that may be necessary to consummate the transaction that is the

-17-

subject of this Agreement and to otherwise give effect to the agreements of the parties hereto (including, without limitation, (i) copies of the documents pursuant to which MetLife and DPA Gateway are organized and operate their business, together with proof of the authority of the signatory or signatories of this Agreement on behalf of MetLife and DPA Gateway to execute this Agreement, and (ii) any documents and instruments in the possession of MetLife, DPA Gateway or AEW that have not previously been delivered to Buyer).

After the Closing, MetLife and DPA Gateway shall execute and deliver to Buyer such further documents and instruments as Buyer shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

6.3. BUYER DELIVERIES. At the Closing (or such other times as may be specified below), Buyer shall pay the balance of the Purchase Price in accordance with Section 2.2 and cause to be delivered to MetLife the following, each in form and substance reasonably acceptable to MetLife, Buyer and their respective counsel:

(a) ASSIGNMENTS. The Assignment described in Section 6.2(a) executed by Buyer;

(b) CLOSING STATEMENT. The Closing Statement, duly executed by Buyer;

(c) CLOSING CERTIFICATE. A certificate, signed by Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true and correct as of the Closing Date and that all covenants required to be performed by Buyer prior to the Closing Date have been performed; and

(d) OTHER. Such other documents and instruments as may reasonably be required by MetLife, its counsel or the Title Company and that are necessary to consummate the transaction which is the subject of this Agreement and to otherwise effect the agreements of the parties hereto.

After Closing, Buyer shall execute and deliver to MetLife such further documents and instruments as MetLife shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

7. APPORTIONMENTS; TAXES. The items described in Sections 7.1 through 7.9 below shall be prorated and adjusted between MetLife and Buyer, as of the Closing Date, except as otherwise specified. It is agreed that MOR, COP LP and DPA Gateway shall not be entitled to receive, or obligated to pay, any sums that may be due and owing to or from MetLife or Buyer as a result of such prorations and adjustments.

-18-

7.1. The parties hereto do not consider that any transfer tax is payable in connection with the transaction contemplated by this Agreement. If it is later determined that such a tax is payable, Buyer, on the one hand, and MetLife and DPA Gateway, on the other hand, shall divide the cost of any transfer taxes equally between them. Buyer, on the one hand, and MetLife and DPA Gateway, on the other hand, shall divide the cost of any recording charges incident to the transaction contemplated by this Agreement;

7.2. Water, electricity, sewer, gas, telephone and other utility charges based, to the extent practicable, on final meter readings and final invoices, or, in the event final readings and invoices are not available, based on the most currently available billing information, and prorated upon issuance of final utility bills;

7.3. All common area maintenance charges billed to Tenants on an estimated basis shall be prorated on a per diem basis as of the Closing Date. If any such charges cannot conclusively be determined as of the Closing Date, then the same shall be adjusted at Closing based upon the most currently available billing information, and prorated upon determination of the actual amount of such charges.

7.4. All real estate, personal property and ad valorem taxes applicable to the Property and levied with respect to the tax year in which the Closing occurs shall be prorated as of the Closing Date, utilizing the actual final tax bills for the Property (if such actual final bills are not available as of the date of Closing, such taxes shall be prorated at Closing based upon the most recently issued bills therefor, and shall be prorated when and if final bills are issued). Prior to or at the Closing, MetLife shall cause the Partnership to pay all tax bills that are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Buyer and the Title Company. Each party's respective obligations to prorate real estate taxes shall survive the Closing.

7.5. All assessments, general or special, shall be prorated as of the Closing Date on a "due date" basis such that MetLife on behalf of the Partnership shall be responsible for any installments of assessments which are first due or payable prior to the Closing Date and Buyer shall be responsible for any installments of assessments which are first due or payable on or after the Closing Date;

7.6. Broker's commissions for the Leases, if any, with respect to base lease terms, but not with respect to future expansions, renewals or extensions, shall be paid in full at or prior to the Closing by MetLife on behalf of the Partnership, without contribution or proration from Buyer;

7.7. All rents and other charges due from Tenants under the Leases, including, without limitation, all Additional Rent, shall be prorated as of the Closing

-19-

Date. If any rents under the Leases are accrued and unpaid at the Closing Date, the rents collected by Buyer on or after the Closing Date will first be applied to all rents due at the time of such collection on or after the Closing Date with the balance paid to MetLife to the extent of rents delinquent as of the Closing Date, provided that Buyer will use reasonable efforts to collect rents accrued and unpaid on the Closing Date, and provided further that if MetLife has not received all accrued and unpaid rents due them as of the Closing Date within sixty (60) days thereafter, MetLife, at its sole cost and expense, will be entitled to bring such actions or proceedings (not affecting possession or enforcing landlord's liens) in the Partnership's name, if necessary, as it desires to collect any such accrued and unpaid rents, and Buyer will cooperate with MetLife in any such action.

7.8. The unpaid monetary obligations of the Partnership with respect to any Contracts which are not terminated on or prior to the Closing Date shall be prorated on a per diem basis as of the Closing Date.

7.9. Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

For purposes of calculating prorations, Buyer shall be deemed to own the MetLife Partnership Interest and the MetLife DPA Interest, for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year and month that shall have elapsed as of the Closing Date. Bills received after the Closing that relate to expenses incurred, services performed or other amounts allocable to the period prior to the Closing Date shall be paid, in cash, by MetLife, to the extent due and owing. Bills received after the Closing Date that relate to expenses incurred, services

performed or other amounts allocable to the period on or after the Closing Date, shall be paid, in cash, by the Buyer, to the extent due and owing.

As a result of the Closing, the Partnership and DPA Gateway shall each terminate for federal income tax purposes (but not state law purposes) pursuant to Section 708(b)(1)(B) and their respective tax years shall close on the Closing Date. MetLife on behalf of the Partnership and on behalf of DPA Gateway shall prepare and timely file any federal, state, local and foreign tax or information returns due after Closing that are required to be filed by or on behalf of the Partnership or DPA Gateway with respect to all tax years or periods ending on or prior to the Closing Date. MetLife on behalf of the Partnership and on behalf of DPA Gateway shall prepare and timely file the terminating tax returns for the Partnership and for DPA Gateway resulting from the consummation of the transactions contemplated under this Agreement, provided, however, that such tax returns shall be prepared in accordance with the terms and provisions of this Agreement. Buyer shall assist MetLife in obtaining such data and information regarding the Partnership and DPA

-20-

Gateway to permit MetLife to prepare such returns or to respond to any audits or assessments for the periods covered by such returns.

8. DAMAGE OR DESTRUCTION; CONDEMNATION; INSURANCE. If, prior to the Closing, there is damage or destruction to the Property caused by fire or other casualty (collectively, "DAMAGE"), the cost for repair of which exceeds One Million and 00/100 Dollars (\$1,000,000.00), and the Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Property is condemned or taken by eminent domain proceedings by any public authority (collectively, "EMINENT DOMAIN"), then Buyer, in its sole and absolute discretion, may elect either of the following options: (i) Buyer may terminate this Agreement by written notice to MetLife and receive an immediate refund of the Deposit, whereupon neither party shall have any further liability to the other under this Agreement (except as provided in Section 9.3); or (ii) Buyer may proceed to close. In such latter event, if the Property has been made the subject of Eminent Domain, MetLife and DPA Gateway shall fully cooperate with Buyer in the adjustment and settlement of the governmental acquisition proceeding and the entire amount of the condemnation award payable by the Governmental Authority shall belong to Buyer and shall be retained by the Partnership at Closing.

9. DEFAULT; INDEMNITY.

9.1. DEFAULT BY METLIFE OR DPA GATEWAY. If any of MetLife's or DPA Gateway's representations and warranties contained herein shall not be true and correct, in all material respects, on the Contract Date, or if MetLife fails to perform any of the covenants and agreements contained herein to be performed by MetLife within the time for performance as specified herein (including MetLife's obligation to close), or if any of the Buyer's Conditions Precedent shall not have been satisfied as of the Closing Date, Buyer may elect to terminate Buyer's obligations under this Agreement by written notice to MetLife and receive an immediate return of the Deposit and any interest accrued thereon. In addition, if any of MetLife's or DPA Gateway's representations and warranties contained herein shall not be true and correct, in all material respects, on the Contract Date, or if MetLife fails to perform any of the covenants and agreements contained herein to be performed by MetLife within the time for performance as specified herein (including MetLife's obligation to close), Buyer may elect to close, in which event Buyer may, subject to the remaining provisions of this Section 9 and the other applicable provisions of this Agreement, file an action for either or both of specific performance and actual (but not special or consequential) damages to compel MetLife to cure all or any of such default(s), in whole or in part.

9.2. DEFAULT BY BUYER. In the event Buyer defaults in its obligations to acquire the Property, then MetLife's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. MetLife shall have no

-21-

other remedy for any default by Buyer. Buyer and MetLife acknowledge that the damages to MetLife resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section 9.2 represents both parties' best efforts to approximate such potential damages.

9.3. INDEMNIFICATION.

(a) BUYER. MetLife agrees to and does hereby

indemnify, defend and hold harmless Buyer, any assignee of Buyer's rights hereunder and each of their respective partners, officers, directors, shareholders, agents and employees, and each of their successors and assigns (collectively, the "BUYER INDEMNIFIED PARTIES"), from and against any and all claims, losses, demands, liabilities, suits, administrative proceedings, causes of action, costs and damages suffered by any Buyer Indemnified Party, but excluding consequential damages, and attorneys' fees of counsel selected by any Buyer Indemnified Party and other costs of defense, incurred, arising against, or suffered by any Buyer Indemnified Party, both known and unknown, present and future, at law or in equity (collectively, "LOSSES"), arising out of, by virtue of or related in any way to, a breach of any representation, warranty or covenant by MetLife or DPA Gateway set forth in this Agreement.

(b) ADDITIONAL INDEMNIFICATION OF BUYER. MetLife agrees to and does hereby indemnify, defend and hold harmless the Buyer Indemnified Parties from and against any and all Losses arising out of, by virtue of or related in any way to any act or omission of the Partnership or DPA Gateway occurring prior to the Closing Date, including without limitation, any liability for creditor claims that arose prior to the Closing Date, any liability for tort claims by any person or entity attributable to any acts or omissions of the Partnership, DPA Gateway, their employees or agents (excluding, however, acts or omissions of MOR and COP LP) that occurred prior to the Closing Date, and any liability attributable to any failure of the Partnership or DPA Gateway to pay any tax owed to any governmental entity or agency whatsoever attributable to income earned or taxable events that took place prior to the Closing Date.

(c) METLIFE AND DPA GATEWAY. Buyer agrees to and does hereby indemnify, defend and hold harmless MetLife, DPA Gateway and their respective partners, officers, directors, shareholders, agents and employees, and each of their successors and assigns (the "SELLER INDEMNIFIED PARTIES"), from and against any and all Losses arising out of, by virtue of or related in any way to, a breach of any representation, warranty or covenant of Buyer set forth in this Agreement.

(d) ADDITIONAL INDEMNIFICATION OF METLIFE AND DPA GATEWAY. Buyer agrees to and does hereby indemnify, defend and hold harmless the Seller Indemnified Parties from and against any and all Losses arising out of, by virtue of

-22-

or related in any way to any act or omission of the Partnership or DPA Gateway occurring after the Closing Date, including without limitation, any liability for creditor claims that arise after the Closing Date, any liability for tort claims by any person or entity attributable to any acts or omissions of the Partnership or DPA Gateway, their employees or agents that occur after the Closing Date, and any liability attributable to any failure of the Partnership or DPA Gateway to pay any tax owed to any governmental entity or agency whatsoever attributable to income earned or taxable events that take place after the Closing Date.

(e) CONTROL OF DEFENSE COUNSEL. Each indemnified party shall give reasonably prompt notice to each indemnifying party of any action or proceeding commenced against the indemnified party in respect of which indemnity may be sought hereunder, but failure so to notify an indemnifying party (i) shall not relieve it from any liability which it may have under any indemnity provided herein unless and to the extent it did not otherwise learn of such action and the lack of notice by the indemnified party results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not, in any event, relieve the indemnifying party from any obligations to any indemnified party hereunder other than its indemnification obligation. If the indemnifying party so elects within a reasonable time after receipt of such notice, the indemnifying party may assume the defense of such action or proceeding at such indemnifying party's own expense with counsel chosen by the indemnifying party; provided, however, that, if such indemnified party or parties reasonably determine that a conflict of interest exists where it is advisable for such indemnified party or parties to be represented by separate counsel or that, upon advice of counsel, there may be legal defenses available to them which are different from or in addition to those available to the indemnifying party, then the indemnifying party shall not be entitled to separate counsel at the indemnifying party's expense. If an indemnifying party is not so entitled to assume the defense of such action or does not assume such defense, after having received the notice referred to in the first sentence of this Section 9.3(e), the indemnifying party or parties will pay the reasonable fees and expenses of counsel for the indemnified party or parties. In such event, however, no indemnifying party will be liable for any settlement effected without the written consent of such indemnifying party. If an indemnifying party is entitled to assume, and assumes, the defense of such action or proceeding in accordance with this Section, such indemnifying party shall not be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action or proceeding.

9.4. LIMITATIONS.

(a) The obligations of the parties pursuant to Section 9 shall be limited to claims made prior to the last date of survival of the applicable representation, warranty or covenant referred to in this Agreement (and the absence of any express survival period shall be construed to mean that such representation,

-23-

warranty or covenant survives without limit). Without limiting the foregoing, the obligation of the parties pursuant to Section 9.3(b) and 9.3(d) shall survive for a period of one (1) year following the Closing Date, and shall thereafter be null and void and of no further effect.

(b) The amount of either party's liability under this Agreement shall be determined taking into account (A) any applicable insurance proceeds actually received by the other party, and (B) any other savings realized in connection with such liability that actually reduce the overall impact of the Losses upon the other party.

(c) Notwithstanding anything in this Agreement to the contrary, MetLife and DPA Gateway shall have no liability to any Buyer Indemnified Party unless the valid claims hereunder collectively aggregate more than \$60,000, in which event the full amount of such valid claims shall be actionable, up to the cap described below in this paragraph (c) (except for any claim based on fraud by MetLife or DPA Gateway in connection with this Agreement, which claim shall not be subject to the limitations of this Section 9.4(c)). Further, (i) any recovery against MetLife or DPA Gateway hereunder shall be limited to Buyer's actual damages, (ii) the total recovery or recoveries against MetLife and/or DPA Gateway based upon "Section 9.3(b) Claims" (as hereafter defined) shall not exceed an amount which, when combined with any and all other recovery or recoveries from MetLife and/or DPA Gateway based upon Section 9.3(b) Claims, shall not exceed \$189,000 in the aggregate, and (iii) the total recovery or recoveries against MetLife and/or DPA Gateway based upon "Non-Section 9.3(b) Claims" (as hereafter defined) shall not exceed an amount which, when combined with any and all other recovery or recoveries from MetLife and/or DPA Gateway based upon Non-Section 9.3(b) Claims, shall not exceed \$300,000. As used herein, the term "Section 9.3(b) Claims" shall refer to all claims against MetLife which can be brought only under Section 9.3(b) of this Agreement, and not under any other provision of this Agreement (i.e., claims against MetLife which are not, in any way, based upon a breach by MetLife or DPA Gateway of any representation or covenant set forth in this Agreement that is actionable under Section 9.3(a)). As used herein, the term "Non-Section 9.3(b) Claims" shall refer to all claims against MetLife or DPA Gateway which can be brought under a provision of this Agreement other than Section 9.3(b), whether or not such claim can also be brought under Section 9.3(b). Thus, for purposes of illustration only, a claim by Buyer against MetLife or DPA Gateway based upon an alleged breach of a representation set forth herein, which representation relates to an action of the Partnership occurring prior to the Closing, would constitute a Non-Section 9.3(b) Claim because, even though such claim could be brought under Section 9.3(b), it could also be brought under Section 9.3(a). Further, notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that any liability of MetLife (including liability in its capacity as general partner of DPA Gateway) under this Agreement or any other agreement, document, certificate or instrument

-24-

delivered by MetLife or DPA Gateway to Buyer, or under any law applicable to the Property or this transaction, shall be strictly limited to the assets and properties of its Developmental Properties Account, a separate investment account maintained by MetLife.

(d) Notwithstanding anything in this Agreement to the contrary, Buyer shall not have any liability to MetLife or DPA Gateway unless the valid claims hereunder aggregate more than \$60,000, in which event the full amount of such valid claims shall be actionable, up to the cap described below in this paragraph (d) (except for any claim based on fraud by Buyer in connection with this Agreement, which claim shall not be subject to the limitations of this Section 9.4(d)). Further, (i) any recovery against Buyer hereunder shall be limited to MetLife's or DPA Gateway's actual damages, (ii) the total recovery or recoveries against Buyer based upon "Section 9.3(d) Claims" (as hereafter defined) shall not exceed an amount which, when combined with any and all other recovery or recoveries from Buyer based upon Section 9.3(d) Claims, shall not exceed \$189,000 in the aggregate, and (iii) the total recovery or recoveries against Buyer based upon "Non-Section 9.3(d) Claims" (as hereafter defined) shall not exceed an amount which, when combined with any and all other recovery or recoveries from Buyer based upon Non-Section 9.3(d)

Claims, shall not exceed \$300,000. As used herein, the term "Section 9.3(d) Claims" shall refer to all claims against Buyer which can be brought only under Section 9.3(d) of this Agreement, and not under any other provision of this Agreement. As used herein, the term "Non-Section 9.3(d) Claims" shall refer to all claims against Buyer which can be brought under a provision of this Agreement other than Section 9.3(d), whether or not such claim can also be brought under Section 9.3(d). Thus, for purposes of illustration only, a claim by MetLife or DPA Gateway against Buyer based upon an alleged breach of a representation set forth herein, which representation relates to an action of the Partnership occurring after the Closing, would constitute a Non-Section 9.3(d) Claim because, even though such claim could be brought under Section 9.3(d), it could also be brought under Section 9.3(c).

10. NOTICES. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

-25-

10.1. If to MetLife or DPA Gateway:

AEW Capital Management, L.P.
225 Franklin Street
Boston, Massachusetts 02110
Telephone No.: 617-261-9209
Fax No.: 617-261-9555
Attention: General Counsel

With a copy to:

AEW Capital Management, L.P.
225 Franklin Street
Boston, Massachusetts 02110
Telephone No.: 617-261-9529
Fax No.: 617-261-9555
Attention: Mr. Kevin M. Stotts

With a copy to:

Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109
Telephone No.: 617-526-6947
Fax No.: 617-526-5000
Attention: Joseph J. Christian, Esq.

10.2. If to Buyer or COP LP:

Corporate Acquisitions, Inc.
8815 Centre Park Drive
Columbia, Maryland 21045
Telephone: 410-992-7247
Facsimile: 410-992-7534
Attention: John Gurley, Esq.

10.3. If to MOR:

c/o Manekin Corporation
7165 Columbia Gateway Drive
Columbia, Maryland 21046
Telephone: 410-290-1432
Facsimile: 410-290-1498
Attention: Mr. Louis C. LaPenna

-26-

With a copy to:

Lonnie M. Ritzer, Esq.
Shapiro and Olander
36 South Charles Street - 20th Floor
Baltimore, Maryland 21201
Telephone: 410-385-4221
Facsimile: 410-539-7611

Any such notice or communication shall be sufficient if sent by registered or

certified mail, return receipt requested, postage prepaid; by hand delivery; by nationally recognized overnight courier service; or by telecopy during normal business hours (with a follow-up telephone call within four (4) hours during normal business hours), with an original by regular mail. Any such notice or communication shall be effective when delivered or when delivery is refused.

11. BROKERS. Buyer, MetLife, DPA Gateway, MOR and COP LP each represents to the other that it has not dealt with any broker or agent in connection with this transaction. Each party hereby indemnifies and holds harmless the other parties from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 11. The provisions of this Section 11 shall survive Closing or the termination of this Agreement.

12. TITLE COMPANY. Title Company shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

12.1. OBLIGATIONS. Title Company undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Title Company.

12.2. RELIANCE. Title Company may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Title Company shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Title Company's duties under this Agreement shall be limited to those provided in this Agreement.

12.3. DISPUTES. If the parties (including Title Company) shall be in disagreement about the interpretation of this Agreement, or about their respective

-27-

rights and obligations, or the propriety of any action contemplated by Title Company, or the application of the Deposit, Title Company shall hold the Deposit until the receipt of written instructions from Buyer and MetLife or a final order of a court of competent jurisdiction. In addition, in any such event, Title Company may, but shall not be required to, file an action in interpleader to resolve the disagreement. Title Company shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Title Company in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

12.4. COUNSEL. Title Company may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Title Company shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

13. REPRESENTATIONS OF BUYER. Buyer represents and warrants to MetLife that:

13.1. Buyer is a corporation duly authorized and validly existing under Delaware law. The execution and delivery of this Agreement by Buyer, and the performance of this Agreement by Buyer, has been duly authorized by Buyer, and, to the best of Buyer's knowledge, this Agreement is binding on Buyer and enforceable against it in accordance with its terms. No consent of any trustee, beneficiary, creditor, investor, partner, shareholder, judicial or administrative body, Governmental Authority, or other governmental body or agency, or other party to such execution, delivery and performance by Buyer is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Buyer is a party or by which Buyer is bound; or (ii) violate any restriction, court order, agreement or other legal obligation to which Buyer is subject.

13.2. Buyer has, or its assignee will have, available to it unrestricted funds which it may use in its sole discretion to pay the full Purchase Price and otherwise comply with the provisions of this Agreement. Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining third party financing.

13.3. As of the date hereof and as of the Closing, (1) Buyer will not be an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal

Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as "PLAN"), nor shall Buyer be a "party in interest" to a Plan as defined in Section 3(14) of ERISA,

-28-

and (2) the assets of the Buyer will not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor ("DOL") Regulation Section 2510.3-101.

As of the Closing, if Buyer is a "governmental plan" as defined in Section 3(32) of ERISA, the closing of the sale of the Property will not constitute or result in a violation of state or local statutes regulating investments of and fiduciary obligations with respect to governmental plans.

As of the Closing, Buyer will be acting on its own behalf and not on account of or for the benefit of any Plan.

Buyer has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA.

Buyer shall not assign its interest under this contract of sale to any entity, person, or Plan which will cause a violation of ERISA.

13.4. Buyer is acquiring the MetLife Partnership Interest and the MetLife DPA Interest for its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "SECURITIES ACT"), or any rule or regulation thereunder.

Buyer understands that (i) the MetLife Partnership Interest and the MetLife DPA Interest that Buyer is acquiring have not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws or unless an exemption from such registration is available, (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the Partnership nor MetLife or DPA Gateway are obligated to file a registration statement under the Securities Act or such laws, and (iii) the assignment, sale, transfer, exchange, or other disposition of the MetLife Partnership Interest and the MetLife DPA Interest are each restricted in accordance with the terms of the MetLife Partnership Agreement and the DPA Partnership Agreement, respectively.

Buyer has had such opportunity as Buyer has deemed adequate to ask questions of and receive answers from MetLife concerning the Partnership and DPA Gateway, and to obtain from representatives of MetLife or DPA Gateway such information which they possess or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the Partnership and DPA Gateway.

-29-

Buyer has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the Partnership and in DPA Gateway and to make an informed investment decision with respect to such investment.

Buyer can afford a complete loss of the value of its investment in the Partnership and DPA Gateway and is able to bear the economic risk of holding such investment for an indefinite period.

The representations and warranties in this Section 13 shall be deemed remade by Buyer as of the Closing Date with the same force and effect as if in fact specifically remade at that time. Such representations and warranties shall survive the Closing for a period of one year; provided, however, that MetLife shall not be entitled to bring a claim with respect to any representation and warranty during such one year period if, on or prior to the Closing Date, MetLife acquired actual, not imputed or constructive, knowledge that the applicable representation and warranty was not true in all material respects as of the Closing Date.

14. MISCELLANEOUS.

14.1. ASSIGNABILITY. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, no direct or indirect conveyance, assignment or transfer of

any interest whatsoever of, in or to the Property or of this Agreement shall be made by any party hereto during the term of this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, Buyer may, without the consent of any other party hereto, assign or transfer all of its rights under this Agreement, including without limitation the right to take title to the MetLife Partnership Interest and the MetLife DPA Interest, provided however that Buyer shall not be relieved of any of its obligations hereunder (including without limitation the obligation to pay the Purchase Price) by reason of any such assignment or transfer.

14.2. EXPENSES. Except and to the extent as otherwise expressly provided to the contrary herein, the parties hereto shall each bear their own respective costs and expenses relating to the transactions contemplated hereby, including, without limitation, fees and expenses of legal counsel or other representatives for the services used, hired or connected with the proposed transactions mentioned above.

14.3. LITIGATION. In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their respective obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection

-30-

with such litigation, including, but not limited to, reasonable attorneys' fees of counsel selected by the prevailing party. The parties hereby further acknowledge and agree that in the event of litigation between them, as contemplated above, and the resolution of that litigation through compromise, settlement, or partial judgment, the court before which such litigation is initially brought shall have the right to allocate responsibility, between the parties hereto, for all costs and expenses (including, but not limited to, attorneys' reasonable fees) incurred by the parties in the pursuit of that litigation resolved through compromise, settlement or partial judgment. Notwithstanding any provision of this Agreement to the contrary, the obligations of the parties under this Section 14.3 shall survive termination of this Agreement and the Closing, if applicable.

14.4. LIMITATION OF LIABILITY. All liabilities and obligations of Buyer under this Agreement shall be those of Buyer only. Subject to the consummation of an assignment, MetLife and DPA Gateway shall not, under any circumstances, look to any person or entity other than Buyer, including, but not limited to, any Affiliate of Buyer, for performance or satisfaction of Buyer's obligations and liabilities in connection with this Agreement. Without limiting the foregoing, none of Buyer or any Affiliate of Buyer or their respective trustees, beneficiaries, members, partners and shareholders shall incur any liability under any document or agreement required in connection with this Agreement, and Buyer shall not be required (in connection with this Agreement) to execute any document or agreement that does not expressly exculpate and release such parties and their respective successors, assigns, affiliates, officers, shareholders, partners, employees, agents and representatives from any liability or obligation arising out of, or in connection with, this Agreement.

14.5. REASONABLE EFFORTS. MetLife, DPA Gateway and Buyer shall use their reasonable, diligent and good faith efforts, and shall cooperate with and assist each other in their efforts, to obtain any and all consents and approvals of third parties (including, but not limited to, governmental authorities) to the transaction contemplated hereby, and to otherwise perform as may be necessary or otherwise reasonably requested by the other party to effectuate the transfer of the Met Life Partnership Interest and the MetLife DPA Interest to Buyer in accordance with, and to otherwise carry out the purposes of, this Agreement. MOR, as a partner in DPA Gateway, hereby consents to the sale, transfer and conveyance of the MetLife DPA Interest to Buyer in accordance with this Agreement. MetLife, as a partner in DPA Gateway, hereby consents to the transfer and conveyance of the MOR DPA Interest to COP LP in accordance with the terms of this Agreement. To the extent COP LP becomes a partner in DPA Gateway, COP LP hereby consents to the sale, transfer and conveyance of the MetLife DPA Interest to Buyer in accordance with this Agreement.

14.6. GOVERNING LAW; BIND AND INURE. This Agreement shall be governed by the laws of the State of Maryland and shall bind and inure to the benefit

-31-

of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

14.7. RECORDING. This Agreement or any notice or memorandum

hereof shall not be recorded in any public record. A violation of this prohibition shall constitute a material breach of Buyer, entitling MetLife to terminate this Agreement.

14.8. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

14.9. HEADINGS. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

14.10. COUNTERPARTS. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.11. EXHIBITS. All Exhibits and Schedules which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

14.12. SUBMISSION NOT AN OFFER OR OPTION. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by any party hereto does not constitute an offer by such party to enter into an agreement to sell or purchase the Partnership Interests, and no party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the parties hereto in their sole discretion is executed and delivered by such parties.

14.13. ENTIRE AGREEMENT; AMENDMENTS. This Agreement and the Schedules and Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

14.14 FAILURE OF MOR-COP LP EXCHANGE. In the event that, for any reason whatsoever, MOR and COP LP fail to consummate the transaction described in Section 1A above (the "Exchange") on or before the Closing Date, notwithstanding

-32-

any other provision of this Agreement, MetLife shall sell, transfer, assign and convey the MetLife Partnership Interest to Buyer, DPA Gateway shall sell, transfer, assign and convey the DPA Gateway Partnership Interest to Buyer, and Buyer shall purchase and accept the same from MetLife and DPA Gateway, all on the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as EXHIBIT D (the "ALTERNATIVE CONTRACT"), provided that the "Contract Date" as that term is used in the Alternative Contract shall have the same meaning as the "Contract Date" as that term is used herein. Upon the failure of MOR and COP LP to timely consummate the Exchange for any reason whatsoever, the obligations of MetLife, DPA Gateway and Buyer under this Section 14.14 shall be immediately effective without further act of any party. Notwithstanding the foregoing, upon the failure of the Exchange as aforesaid, MetLife, DPA Gateway and Buyer each agree to confirm their obligations hereunder by promptly executing the Alternative Contract, effective as of the Contract Date (as defined herein). Upon the full execution of the Alternative Contract by all parties thereto, this Agreement shall be null and void. Without limiting any of the provisions of this Section 14.14, the parties hereto acknowledge that the Exchange is the preferable method to achieve the objectives of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

METLIFE: METROPOLITAN LIFE INSURANCE
COMPANY, a New York
corporation, successor by
merger to New England
Mutual Life Insurance
Company, for and on behalf
of its Developmental
Properties Account

By: AEW Real Estate Advisors, Inc., a
Massachusetts corporation, its
investment manager, hereunto duly
authorized

By: /s/ J Christopher Meyer

-33-

BUYER: CORPORATE ACQUISITIONS, INC.,
a Delaware corporation

By: /s/ John Harris Gurley

Name: JOHN HARRIS GURLEY
Title: Vice President

TITLE COMPANY: ANCHOR TITLE COMPANY,
a Maryland Corporation

By: /s/ illegible

Name: illegible
Title: President

MOR: M.O.R. 44 GATEWAY ASSOCIATES LIMITED
PARTNERSHIP

By: RA & DM. Inc., its general partner

By: /s/ Louis C. LaPenna

Name: LOUIS C. LAPENNA
Title: Vice President

COP LP: CORPORATE OFFICE PROPERTIES, L.P.

By: Corporate Office Properties Trust
its general partner

By: /s/ Roger A. Waesche Jr.

Name: ROGER A. WAESCHE JR.
Title: Sr. VICE PRESIDENT

-34-

DPA GATEWAY: DPA/GATEWAY LIMITED PARTNERSHIP

By: Metropolitan Life Insurance Company, for
and on behalf of its Developmental Properties
Account, General Partner

By: AEW Real Estate Advisors, Inc., a
Massachusetts corporation, its
investment Manager, hereunto duly
authorized

By: /s/ J. Christopher Meyer

Name: J. CHRISTOPHER MEYER
Title: Vice President

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[See attached]

All those lots or parcels of ground situate in the Sixth Election District of Howard County, in the State of Maryland, and described as follows:

Parcel A, as shown on a plat entitled, "Columbia Gateway, Parcels A thru K and Lots 1 thru 6, a Resubdivision of Parcel B-1, Appliance Park East, Sheet 2 of 11," which plat is recorded among the Land Records of Howard County, Maryland, as Plat No. 6766, containing 12.085 acres of land, more or less; and

Parcel "C" as shown on the Plats entitled "Columbia Gateway, Parcels A thru K and Lots 1 thru 6, a Resubdivision of Parcel B-1, Appliance Park East," which plats are recorded among the Land Records of Howard County, Maryland, as Plats Nos. 6766 and 6767, containing 16.160 acres of land, more or less.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

Assignment and Assumption Agreement dated this ___ day of _____, 1998 by and among Metropolitan Life Insurance Company, a New York corporation, for and on behalf of its Developmental Properties Account ("Assignor"), and _____, a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of a 98% general partnership interest (the "MetLife Partnership Interest") in Gateway 44 Partnership, a Maryland general partnership (the "Partnership"), governed by an Amended and Restated General Partnership Agreement dated as of March 31, 1988, and an Amendment to Amended and Restated General Partnership Agreement of Gateway 44 Partnership dated as of December 31, 1996 (the "Partnership Agreement"); and

WHEREAS, Assignor is the holder of a 50% general partnership interest (the "DPA Interest") in DPA/Gateway Limited Partnership, a limited partnership organized under the laws of the State of Delaware ("DPA Gateway") and governed by an Agreement of Limited Partnership dated December 31, 1996 (the "DPA Agreement"); and

WHEREAS, Assignor and Assignee have entered into a Purchase and Sale Agreement dated December ____, 1998 with respect to the transfer of the MetLife Partnership Interest and the DPA Interest (collectively, the "Partnership Interests") from Assignor to Assignee (the "Purchase and Sale Agreement"); and

WHEREAS, Assignor desires to assign and convey the Partnership Interests to Assignee in accordance with the provisions of the Purchase and Sale Agreement, and Assignee desires to so acquire the Partnership Interests.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT OF THE PARTNERSHIP INTEREST. Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, as of the date hereof, all of its right, title and interest in and to the Partnership Interests, including without limitation all allocations of profits and losses,

and distributions of cash or other property, represented by the Partnership Interests, from and after the date hereof.

B-1

2. ACCEPTANCE BY ASSIGNEE. Assignee hereby accepts the Partnership Interests assigned hereby and agrees to be substituted as a partner in the Partnership and in DPA Gateway to the extent of the assigned Partnership Interests, and to be bound by and perform all of the obligations of Assignor under the Partnership Agreement and the DPA Agreement in respect of the Partnership Interests, from and after the date hereof.

3. INDEMNIFICATION. Assignee covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the obligations of Assignee hereunder or out of any other facts connected with the Partnership, DPA Gateway or the Partnership Interests, occurring or alleged to have occurred from and after the date hereof.

4. BINDING EFFECT. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. CONSTRUCTION; DEFINITIONS. This Assignment shall be construed according to the laws of the State of Maryland. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement.

6. COUNTERPARTS. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

7. NON-RECOURSE. Assignee agrees that the liability of Assignor under this Assignment, the Purchase and Sale Agreement, and any other agreement, document, certificate or instrument executed in connection with the transaction contemplated herein, or under any law applicable to the Property or this transaction, shall be limited as provided in Section 3 and Section 9.4 of the Purchase and Sale Agreement.

B-2

DATED as of the day and year first above written.

ASSIGNOR:
- - - - -

METLIFE: METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, successor by merger to New England Mutual Life Insurance Company, for and on behalf of its Developmental Properties Account

By: AEW Real Estate Advisors, Inc., a Massachusetts corporation, its investment manager, hereunto duly authorized

By: _____
Name:
Title:

ASSIGNEE:

By: _____
Name:
Title:

The undersigned hereby consents to the above-described assignment.

By: _____, Inc., its general partner

By: _____
Name:
Title:

B-3

EXHIBIT C-1

TENANT ESTOPPEL CERTIFICATE

THIS IS TO CERTIFY THAT:

1. The undersigned is the Lessee ("Tenant") under that certain Lease (the "Lease") dated _____ by and between _____ as Landlord ("Landlord"), and _____, as Tenant, covering those certain premises commonly known as _____, (the "Premises") in the property known as _____, (the "Property").
2. The Lease is in full force and effect and has not been assigned, modified, supplemented, altered or amended in any respect (except as indicated following this sentence) and is the only lease or agreement between the undersigned and Landlord affecting the Premises. If none, state "none".
_____ NONE _____.
3. The undersigned has accepted possession and now occupies the Premises and is currently open for business. The improvements, space and parking facilities, if any, required to be furnished under the Lease have been completed and furnished and are satisfactorily completed in all respects. All conditions of the Lease to be performed by Landlord prior to the full effectiveness of the Lease have been satisfied. Any required payments or inducement from Landlord to Tenant have been made, except _____ (if none, so indicate).
4. The undersigned has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default under the Lease on the part of Tenant or Landlord.
5. The lease term began _____, and the current lease term expires _____. The fixed minimum rent presently being paid is _____. All rentals, charges and other obligations on the part of the undersigned under the Lease have been paid to and including _____, 19____. No rental, other than for the current month, has been paid in advance.
6. In addition to the above-referenced fixed minimum rent, the Tenant pays its pro-rata share of real estate taxes and operating expenses [IN EXCESS OF DESCRIBE BASE IF APPLICABLE.]
7. There are no existing defenses which the undersigned has against the enforcement of the Lease by Landlord. The undersigned is entitled to no free rent nor any credits, offsets or deductions in rent, nor other leasing concessions except as follows:
8. The Lease contains, and the undersigned has, no outstanding options or rights of first refusal to purchase the Premises or any part thereof or the real property of which the Premises are a part. As used in this paragraph, the term "options" shall not include options to renew or extend the terms of the Lease.
9. The amount of the security deposit presently held under the Lease is \$ _____ (if none, so indicate).

C-1

10. No actions, whether voluntary or otherwise, are pending against the undersigned under the bankruptcy laws of the United States or any state thereof.
11. This certification is made with the knowledge that it will be relied upon in connection with financings and sales of the Property and may be relied upon by the current and any future Landlord of the Premises, any current or future holder of a mortgage or deed of trust of the Property, and their respective successors and assigns.
12. Upon completion please return to Landlord,
Gateway 44 Partnership
c/o AEW Capital Management, L.P.
225 Franklin Street
Boston, Massachusetts 02110
Attention: General Counsel

DATED this _____ day of _____, 1998.

THIS ESTOPPEL MUST BE
DATED WHEN SIGNED.

TENANT:

[Name of Tenant]

By:

Name: -----

Its: -----

C-2

EXHIBIT C-2

LANDLORD ESTOPPEL CERTIFICATE

THIS IS TO CERTIFY TO _____ ("BUYER") THAT:

1. is the Lessee ("Tenant") under that certain Lease (the "Lease") dated _____ by and between _____ as Landlord ("Landlord"), and Tenant, covering those certain premises commonly known as _____ (the "Premises"), in _____, _____ (the "Property").
2. The Lease is in full force and effect and has not been assigned, modified, supplemented, altered or amended in any respect (except as indicated following this sentence) and is the only lease or agreement between Tenant and Landlord affecting the Premises. If none, state "none".
-----.
3. To the best of the undersigned's actual knowledge, Tenant has accepted possession and now occupies the Premises and is currently open for business. The improvements, space and parking facilities, if any, required to be furnished under the Lease by Landlord have been completed and furnished and are satisfactorily completed in all respects. All conditions of the Lease to be performed by Landlord prior to the full effectiveness of the Lease have been satisfied. Any required payment or inducement from Landlord to the Tenant have been made, except _____ (if none, so indicate.)
4. The undersigned has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default under the Lease on the part of Tenant or Landlord.
5. The lease term began _____, and the current lease term expires _____. The fixed minimum rent presently being paid is _____. All rentals, charges and other obligations on the part of the Tenant under the Lease have been paid to and including _____, 19____. No rental, other than for the current month, has been paid in advance.

- 6. In addition to the above-referenced fixed minimum rent, the Tenant pays its pro-rata share of real estate taxes and operating expenses [IN EXCESS OF - DESCRIBE BASE, IF APPLICABLE].
- 7. To the knowledge of the undersigned, there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord. Tenant is entitled to no free rent nor any credits, offsets or deductions in rent, nor other leasing concessions except as follows: _____

- 8. The Lease contains, and the Tenant has, no outstanding options or rights of first refusal to purchase the Premises or any part thereof or the real property of which the Premises are a part. As used in this paragraph, the term "options" shall not include options to renew or extend the terms of the Lease.
- 9. The amount of the security deposit presently held under the Lease is \$ _____ (if none, so indicate).
- 10. To the knowledge of the undersigned, no actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state thereof.
- 11. This certification is made with the knowledge that it will be relied upon by the Buyer in connection with its acquisition of property of which Premises are a part, and the lender providing acquisition financing to Buyer. By its acceptance hereof, Buyer and any such lender acknowledge and agree that (i) the liability of the undersigned hereunder, and under that certain Purchase and Sale Agreement between the undersigned and Buyer dated _____ (the "Purchase Agreement"), and any other agreement, document, certificate or instrument delivered by the undersigned to Buyer, or under any law applicable to the Property or the transaction described in the Purchase Agreement, shall be limited as provided in Section 9.4 of the Purchase Agreement; and (ii) the knowledge of the undersigned shall be limited as provided in Section 3 of the Purchase Agreement.

DATED this _____ day of _____, 199_.

THIS ESTOPPEL MUST BE
DATED WHEN SIGNED.

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation, successor by
merger to New England Mutual Life
Insurance Company, for and on behalf
of its Developmental Properties
Account

By: AEW Real Estate Advisors, Inc., a
Massachusetts corporation, its
investment manager, hereunto duly
authorized

By: _____
Name:
Title:

[See attached]

C-6

SCHEDULE 2

CONTRACTS

[See attached]

C-7

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT is made this 31st day of December, 1998 by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, for and on behalf of its Developmental Properties Account ("MetLife"), DPA/GATEWAY LIMITED PARTNERSHIP ("DPA Gateway"), CORPORATE ACQUISITIONS, INC., a Delaware corporation ("Assignor") and COPT GATEWAY, LLC, a Maryland limited liability company ("Gateway") and CORPORATE OFFICE PROPERTIES, L.P., a Delaware limited partnership ("COP LP").

WHEREAS, MetLife and Assignor entered into that certain Purchase and Sale Agreement of even date herewith (the "Agreement"), which Agreement was joined in for the limited purposes set forth therein by DPA Gateway, Anchor Title Company, M.O.R. 44 Gateway Associates Limited Partnership ("MOR") and COP LP;

WHEREAS, Assignor has assigned its interest in the Agreement to Gateway and COP LP pursuant to an Assignment and Assumption of Purchase and Sale Agreement of even date herewith; and

WHEREAS, the parties hereto desire to revise the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MetLife, DPA Gateway, Assignor, Gateway and COP LP hereby agree as follows:

1. Exhibit A to the Agreement, and Exhibit A to Exhibit D of the Agreement (collectively, the "Incorrect Exhibits"), are both hereby deleted and replaced in their entirety with Exhibit A, attached hereto (the "Corrected Exhibit"). From and after the date hereof, all references in the Agreement to Exhibit A shall be deemed to refer to the Corrected Exhibit.

2. Schedule 1 to the Agreement, and Schedule 1 to Exhibit D of the Agreement (collectively, the "Former Lease Schedule"), are both hereby deleted and replaced in their entirety with Schedule 1, attached hereto (the "Replacement Lease Schedule"). From and after the date hereof, all references in the Agreement to Schedule 1 shall be deemed to refer to the Replacement Lease Schedule.

3. Notwithstanding anything to the contrary set forth in the Agreement, the term "Purchase Price" as used in the Agreement shall mean the sum of Eighteen Million Eight Hundred Fifty Thousand Dollars (\$18,850,000.00).

4. The following language is hereby inserted before the last sentence of Section 7.9 of the Agreement:

In this regard MetLife agrees to make an election under Section 754 of the Internal Revenue Code to step up the basis of the assets of DPA Gateway and Gateway 44 to an amount equal to the Purchase Price hereunder on the final tax returns of each of the Partnerships. Buyer shall have the right to approve the form and substance of such Section 754 elections.

5. MetLife does hereby, on its own behalf and on behalf of its successors, assigns, personal representatives and heirs (the "Releasors"), forever release, acquit, exonerate and discharge Gateway 44 Partnership and DPA Gateway and all of their respective past, present and future officers, directors, partners, subsidiaries, affiliates, agents, attorneys, servants and employees and their personal representatives, heirs, successors and assigns (the "Releasees") from all actions, causes of action, suits, proceedings, debts, sums of money, accounts, reckonings, contracts, agreements, promises, covenants, damages, controversies, demands, judgments, decrees, claims for damages, compensation, reasonable attorneys fees and costs and expenses of suit, and any and all claims, demands or liabilities whatsoever of every nature, in law, equity or otherwise (collectively, "Claims"), which the Releasors ever had, now have or could ever have against Gateway 44 Partnership and/or DPA/Gateway Limited Partnership (the "Partnerships"). The foregoing release shall not apply to Claims which the Releasors may have had, now have, or could (in the future) have, against MOR, Assignor, Gateway, COP LP or other future partners of the Partnership (the "Partners"), notwithstanding the fact that the Partners may be past, present or future partners of the Partnership, it being MetLife's intention that the Partners shall not suffer liability, as partners of the Partnerships, for Claims asserted by MetLife against the Partnerships, but that MetLife shall reserve the right to assert, prosecute and collect upon any Claims it may have directly against the Partners. The provisions of this Section 5 shall survive the closing under the Agreement.

6. Assignor, Gateway and COP LP hereby acknowledge and agree that MetLife shall assign the MetLife Partnership Interest to COP LP, and shall assign the MetLife DPA Interest to Gateway.

7. Except as modified herein, the Agreement shall remain in full force and effect.

2

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

METLIFE: METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,
successor by merger to New England
Mutual Life Insurance Company, for
and on behalf of its Developmental
Properties Account

By: AEW Real Estate Advisors, Inc., a
Massachusetts corporation, its investment
manager, hereunto duly authorized

By: /s/ J. Christopher Meyer

Name: J. CHRISTOPHER MEYER
Title: Vice President

DPA GATEWAY: DPA/GATEWAY LIMITED PARTNERSHIP

By: Metropolitan Life Insurance Company, a New
York corporation, successor
by merger to New England
Mutual Life Insurance
Company, for and on behalf
of its Developmental
Properties Account, its
General Partner

By: AEW Real Estate Advisors, Inc., a
Massachusetts corporation, its
investment manager, hereunto duly
authorized

By: /s/ J. Christopher Meyer

Name: J. CHRISTOPHER MEYER
Title: Vice President

ASSIGNOR: CORPORATE ACQUISITIONS, INC.,
a Delaware corporation

By: /s/ John Harris Gurley

Name: JOHN HARRIS GURLEY
Title: Vice President

3

GATEWAY: COPT GATEWAY, LLC

By: /s/ Roger A Waesche Jr.

Name: Roger A Waesche Jr.
Title: Sr. Vice President

COP LP: CORPORATE OFFICE PROPERTIES, L.P.

By: Corporate Office Properties Trust, its general
partner

By: /s/ Roger A Waesche Jr.

Name: Roger A Waesche Jr.

EXHIBIT A

That real property located in Howard County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as PARCEL A-1, as shown on a plat entitled, "Columbia Gateway, Parcels A-1 and C-1, a resubdivision of Parcels A and C, " which plat is recorded among the Land Records of Howard County on August 5, 1998 in Plat Book No. 7995, containing 15.262 acres of land, more or less.

COPORATE OFFICE PROPERTIES, L.P.

THIRD AMENDMENT
TO
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

This THIRD AMENDMENT TO AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ("Third Amendment") of CORPORATE OFFICE PROPERTIES, L.P. (the "Partnership") is made as of the 31st day of December, 1998, by and among the undersigned.

EXPLANATORY STATEMENT

A. The Partnership was formed as a Delaware limited partnership pursuant to a Certificate of Limited Partnership filed on October 10, 1997 with the Secretary of State of Delaware under the name "FCO, L.P." The Partnership changed its name to Corporate Office Properties, L.P. as of January 1, 1998. The Partnership is governed by the Amended and Restated Limited Partnership Agreement dated March 16, 1998, as amended by the First Amendment thereto dated September 28, 1998 and the Second Amendment thereto dated October 13, 1998 (collectively, the "Partnership Agreement").

B. The parties hereto desire to amend the Partnership Agreement in the manner hereinafter set forth to reflect (i) the issuance of one Partnership Unit in the Partnership to M.O.R. 44 Gateway Associates Limited Partnership ("M.O.R. 44"), and (ii) the admission of M.O.R. 44 as a Limited Partner in the Partnership.

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Partnership Agreement.

NOW, THEREFORE, in consideration of the Explanatory Statement, which is incorporated herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, do hereby agree, acknowledge and certify as follows:

1. Pursuant to the Contribution Agreement dated December 31, 1998, M.O.R. 44 has contributed and transferred to the Partnership all of its interest in DPA/ Gateway Limited Partnership, a Delaware limited partnership, in exchange for the issuance to M.O.R. 44 of 1 Partnership Unit.

2. M.O.R. 44 is hereby admitted to the Partnership, effective as of the date hereof, and its name is hereby recorded on the books of the Partnership, as an Additional Limited Partner as forth on Amended Exhibit 1 hereto. By its execution of this Third

Amendment, M.O.R. 44 has agreed to be bound by all the terms and conditions of the Partnership Agreement, as amended from time to time, including, without limitation, the power of attorney granted in Section 12.3 of the Partnership Agreement.

3. The Partnership Agreement is hereby amended by deleting Exhibit 1 presently attached thereto and made a part thereof and substituting in lieu thereof the Amended Exhibit 1 attached hereto and made a part hereof. All references to Exhibit 1 in the Partnership Agreement shall be deemed to refer to the Amended Exhibit 1 attached hereto.

4. Except as amended hereby, the Partnership Agreement shall remain in full force and effect in accordance its terms and is hereby ratified, confirmed and reaffirmed by the undersigned for all purposes and in all respects.

5. This Third Amendment may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, this Third Amendment to Amended and Restated Limited Partnership Agreement has been duly executed and delivered under seal by the undersigned as of the day and year first above written.

WITNESS:

GENERAL PARTNER,
for itself and as Attorney-in-Fact
for the Limited Partners:

CORPORATE OFFICE PROPERTIES TRUST

By: /s/ John H. Gurley (SEAL)

- - - - -

- - - - -

Name: John Harris Gurley

Title: Vice President

ADDITIONAL LIMITED PARTNER:

M.O.R. 44 GATEWAY ASSOCIATES
LIMITED PARTNERSHIP

By: RA & DM, Inc., sole general
partner

By: /s/ Louis C. LaPenne (SEAL)

Name: Louis C. LaPenne

Title: Vice-President

AMENDED EXHIBIT I

SCHEDULE OF PARTNERS

<TABLE>
<CAPTION>

SERIES A PREFERRED PARTNERSHIP UNITS	NO. OF UNITS	PERCENTAGE INTEREST	INITIAL PREFERRED PARTNERSHIP UNITS
<S> <C> GENERAL PARTNER	<C>	<C>	<C>
Corporate Office Properties Trust 969,900	15,028,000	85.99%	
LIMITED PARTNERS AND PREFERRED LIMITED PARTNERS			
Jay H. Shidler 126,0769	2,600	0.01%	
Shidler Equities, L.P.	582,103	3.33%	457,826
Clay W. Hamlin, III	5,235	0.03%	115,334
LBCW Limited Partnership	875,284	5.01%	663,808
CHLB Partnership 41,741	63,243	0.36%	
Robert L. Denton 85,502	129,549	0.74%	
James K. Davis 10,142	15,368	0.09%	
John E. deB. Blockey, Trustee of the John E. de B. Blockey Living Trust dated 9/12/88 59,102	89,549	0.51%	
Henry D. Bullock 22,914	34,718	0.20%	
Frederick R. Ito	17,359	0.10%	

11,457			
LGR Investment Fund, Ltd.	80,030	0.46%	
52,820			
Tiger South Brunswick, L.L.C.	2,875	0.02%	
1,898			
Westbrook Real Estate Fund I, L.P.	336,121	1.92%	221,840
Westbrook Real Estate Co. Investment Partnership I, L.P.	33,299	0.19%	21,977
Denise J. Liszewski	10,277	0.06%	
6,750			
Samuel Tang	6,818	0.04%	
4,500			
David P. Hartsfield	9,091	0.05%	
6,000			
Lawrence J. Taff	4,091	0.02%	
2,700			
Kimberly F. Acquino	1,750	0.01%	
1,155			
M.O.R. XXIX Associates Limited Partnership	148,318	0.85%	
M.O.R. 44 Gateway Associates Limited Partnership	1	0.00%*	
1,913,545	969,900	17,475,679	100.00%

</TABLE>

* Actual Percentage is 0.000006