UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 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): **September 23, 2004**

CORPORATE OFFICE PROPERTIES TRUST

(Exact name of registrant as specified in its charter)

Maryland	**1-14023**	**23-2947217**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

8815 Centre Park Drive, Suite 400
Columbia, Maryland 21045
(Address of principal executive offices)

(410) 730-9092
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

On September 23, 2004, Corporate Office Properties Trust (the "Company"), the General Partner of Corporate Office Properties, L.P. (the "Operating Partnership"), entered into the Seventeenth Amendment to Second Amended and Restated Limited Partnership Agreement (as so amended, the "Partnership Agreement") of Corporate Office Properties, L.P with TRC Associates Limited Partnership ("TRC"). The Amendment was entered into in connection with the issuance by the Operating Partnership to TRC on September 23, 2004 of 352,000 Series I preferred units in the Operating Partnership (the "Preferred Units") valued at $8.8 million. The Preferred Units are convertible into common units in the Operating Partnership (the "Common Units"), on a basis of 0.5 Common Units for each Preferred Unit, and the Common Units will be redeemable for common shares or cash in accordance with the Partnership Agreement. The Preferred Units will earn an annual cumulative preferred return of 7.5%, or $1.875 per unit, for the first 15 years following the date of issuance. The annual cumulative preferred return increases for each subsequent five-year period, subject to certain maximum limits, pursuant to the Amendment. The Operating Partnership will have the right to redeem these Preferred Units at par on the 15th anniversary of the date of issuance.

Item 8.01 Other Events.

On September 23, 2004, the Company entered into an Underwriting Agreement (the "Underwriting Agreement") with the Operating Partnership and Credit Suisse First Boston LLC (the "Underwriter") in connection with the sale of 2,000,000 (the "Firm Shares") of the Company's common shares of beneficial interest, par value $0.01 per share (the "Common Shares"), to the Underwriter in connection with the public offering of these securities. The Company has also granted to the Underwriter an option to purchase up to 300,000 additional Common Shares (collectively with the "Firm Shares," the "Shares") to cover over-allotments, if any. The sale of the Firm Shares will result in net proceeds to the Company before offering expenses of approximately $50.2 million or $25.10 per share. The offering of the Shares has been registered under the Securities Act of 1933, as amended (the "Securities Act") pursuant to a Registration Statement on Form S-3 (File No. 333-108785), filed with the Securities and Exchange Commission pursuant to the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

None.

(b) Pro Forma Financial Information.

None.

(c) Exhibits.

Exhibit Number	Description
1.1	Form of Underwriting Agreement, dated September 23, 2004, by and among Corporate Office Properties Trust, Corporate Office Properties, L.P. and Credit Suisse First Boston LLC.
10.1	Seventeenth Amendment to Second Amended and Restated Limited Partnership Agreement of Corporate Office Properties, L.P., dated September 23, 2004, entered into by and between Corporate Office Properties Trust, as General Partner, and TRC Associates Limited Partnership.
23.1	Consent of Ernst & Young LLP

SIGNATURES

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

Dated: September 23, 2004

CORPORATE OFFICE PROPERTIES TRUST

By: /s/ RANDALL M. GRIFFIN
Name: Randall M. Griffin
Title: President and Chief Operating Officer

By: /s/ ROGER A. WAESCHE, JR.
Name: Roger A. Waesche, Jr.
Title: Executive Vice President and Chief Financial Officer

Exhibit 1.1

2,000,000 Shares

CORPORATE OFFICE PROPERTIES TRUST

Common Shares of Beneficial Interest
UNDERWRITING AGREEMENT

September 23, 2004

CREDIT SUISSE FIRST BOSTON LLC,
Eleven Madison Avenue,
New York, N.Y. 10010-3629

Dear Sirs:

1. *Introductory*. Corporate Office Properties Trust, a Maryland real estate investment trust ("**Company**"), proposes to issue and sell to Credit Suisse First Boston LLC (the "**Underwriter**") 2,000,000 ("**Firm Securities**") of its common shares of beneficial interest (the "**Common Shares**"), and also proposes to issue and sell to the Underwriter, at the option of the Underwriter, an aggregate of not more than 300,000 additional Common Shares ("**Optional Securities**") as set forth below. The Firm Securities and the Optional Securities are herein collectively called the "**Offered Securities**." The Company and Corporate Office Properties, L.P., a Delaware limited partnership ("**Operating Partnership**"), hereby agree with the Underwriter as follows:

2. *Representations and Warranties of the Company and the Operating Partnership.* The Company and the Operating Partnership jointly and severally represent and warrant to, and agree with, the Underwriter that:

(a) A registration statement (No. 333-108785) relating to the Offered Securities being sold by the Company, including a base prospectus, has been filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended ("**Act**") and such registration statement ("**registration statement**") has been declared effective. For purposes of this Agreement, "**Effective Time**" means the date and time as of which the registration statement was declared effective by the Commission. "**Effective Date**" with respect to the registration statement means the date of the Effective Time thereof. The registration statement, as amended at its Effective Time, including all material incorporated by reference therein, pursuant to the General Instructions of the Form on which it is filed and including all information (if any) deemed to be a part of the registration statement as of its Effective Time pursuant to Rule 430A(b) ("**Rule 430A(b)**") under the Act, is hereinafter referred to as a "**Registration Statement**." Any Registration Statement filed by the Company pursuant to Rule 462(b) of the Act is hereinafter called the "Rule 462(b) Registration Statement" and from and after the date and time of filing the Rule 462(b) Registration Statement, the term "Registration Statement" shall include the Rule 462(b) Registration Statement. The base prospectus, together with the final prospectus supplement setting forth the final terms of the offering, sale and plan of distribution of the Offered Securities, as filed with the Commission pursuant to and in accordance with Rule 424(b) ("**Rule 424(b)**") under the Act and as included in the Registration Statement, including all material incorporated by reference in such prospectus, are hereinafter referred to as the "**Prospectus**." No document has been or will be prepared or distributed in reliance on Rule 434 under the Act. The Company meets the requirements for the use of Form S-3 under the Act and the Registration Statement meets the requirements of, and complies in all material respects with, Rule 415(a)(1)(x) under the Act.

(b) On the Effective Date of the Registration Statement and at the time the most recent Annual Report on Form 10-K was filed, the Registration Statement complied as to form in all material respects to the requirements of the Act and the rules and regulations of the Commission ("**Rules and Regulations**") and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and at the time of filing of the Prospectus pursuant to Rule 424(b), the Prospectus will comply as to form, in all material respects, to the requirements of the Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made. The preceding sentence does not apply to statements in or omissions from a Registration Statement or the Prospectus based upon written information furnished to the Company by the Underwriter specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 7(b) hereof.

(c) No stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and, to the knowledge of the Company, no proceeding for that purpose has been instituted or threatened by the Commission or by the state securities authority of any jurisdiction. No order preventing or suspending the use of the Prospectus has been issued and, to the knowledge of the Company, no proceeding for that purpose has been instituted or threatened by the Commission or by the state securities authority of any jurisdiction.

(d) The Company has been duly organized and is an existing real estate investment trust in good standing under the laws of the State of Maryland, with power and authority as a real estate investment trust to own its properties and conduct its business as described in the Prospectus; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on (i) the condition (financial or other), business, properties, prospects, net worth or results of operations of the Company and its Subsidiaries (as hereinafter defined) taken as a whole, (ii) the issuance or validity of the Offered Securities or (iii) the consummation of any of the transactions contemplated by this Agreement to be performed by the Company and/or the Subsidiaries (individually or collectively, a "**Material Adverse Effect**").

(e) Each subsidiary of the Company listed on Schedule II hereto (each, a "**Subsidiary**" and collectively the "**Subsidiaries**") has been duly organized and is validly existing as a corporation, limited partnership or other legal entity, as the case may be, in good standing under the laws of its respective jurisdiction of incorporation or formation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus; and each Subsidiary is duly qualified to do business as a foreign corporation, limited partnership or other legal entity, as the case may be, in good standing in all other jurisdictions in which such Subsidiary's ownership or lease of property or the conduct of such Subsidiary's business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect. The issued and outstanding common and preferred units of limited partnership interest in the Operating Partnership ("**Units**") and other equity interests, as the case may be, of each of the Company's other Subsidiaries have been duly authorized and validly issued, are, with respect to corporate Subsidiaries, fully paid and nonassessable and, except as otherwise set forth in the Prospectus or reflected in the financial statements contained in, or incorporated by reference in, the Prospectus, are owned beneficially by the Company, directly or indirectly through one or more Subsidiaries, free and clear of any

security interests, liens, encumbrances, equities or claims, except for security interests, liens, encumbrances, equities or claims pursuant to the terms of a bona fide financing transaction.

(f) Complete and correct copies of the declaration of trust and of the bylaws of the Company, the certificate of limited partnership and agreement of limited partnership of the Operating Partnership and the charter documents, partnership agreements and other organizational documents of the other Subsidiaries, as applicable, and all amendments thereto as have been requested by the Underwriter or its counsel have been delivered to the Underwriter or its counsel. As of the Closing Date (as hereinafter defined), the partnership agreement of the Operating Partnership, as amended, will have been duly authorized, executed and delivered by the Company, as the general partner and as a limited partner and (assuming it has been duly authorized, executed and delivered by each of the other parties thereto, and is a legal, valid and binding agreement of each such other party) in full force and effect, subject to (i) the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting the rights and remedies of creditors, (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law, and the discretion of the court before which any proceeding therefore may be brought and (iii) the provisions of the Delaware Revised Uniform Limited Partnership Act.

(g) The Company has an authorized, issued and outstanding capitalization as set forth in the Prospectus. All of the issued and outstanding shares of beneficial interest of the Company have been duly authorized and validly issued and are fully paid and nonassessable. The Offered Securities have been duly authorized and, when the Offered Securities have been delivered and paid for in accordance with this Agreement on each Closing Date (as hereinafter defined), such Offered Securities will have been validly issued, fully paid and nonassessable and will conform to the description thereof contained in the Prospectus, and at the First Closing Date (as hereinafter defined) and Optional Closing Date (as hereinafter defined), such description will be, complete and accurate in all material respects; the shareholders of the Company have no preemptive rights with respect to the Offered Securities; and, no holder of securities of the Company has any right which has not been fully exercised or waived to require the Company to register the offer or sale of any securities owned by such holder under the Act in the public offering contemplated by this Agreement.

(h) Except for the Company Registration Rights Agreements (as defined below), there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the Registration Statement or in any other registration statement filed by the Company under the Act. Any notices required to be given under the Company Registration Rights Agreements were given and no person with rights thereunder, has exercised any such rights. The "**Company Registration Rights Agreements**" shall mean, collectively: (i) the Amended and Restated Registration Rights Agreement, dated March 16, 1998, of Corporate Office Properties Trust for the benefit of Holders of the Partnership Units and Preferred Units of Corporate Office Properties, L.P. and Holders of Common Shares of Beneficial Interest of Corporate Office Properties Trust; and (ii) the Registration Rights Agreement, dated January 25, 2001 of Corporate Office Properties Trust for the benefit of Barony Trust Limited.

(i) Except as disclosed in the Prospectus or as provided in this Agreement, or not disclosed because not material, the Company and its Subsidiaries do not have outstanding, and at the First Closing Date and Optional Closing Date will not have outstanding (A) securities or

obligations of the Company or any of its Subsidiaries convertible into or exchangeable for any shares of beneficial interest of the Company or any such Subsidiary, (B) warrants, rights or options to subscribe for or purchase from the Company or any such Subsidiary any such shares of beneficial interest or any such convertible or exchangeable securities or obligations (except for options issued subsequent to December 31, 2003 under the Company's established stock option plans), or (C) obligations of the Company or any such Subsidiary to issue any shares of beneficial interest, any such convertible or exchangeable securities or obligations, or any such warrants, rights or options. The form of share certificates to be used to evidence the Common Shares will be in due and proper form and will comply, in all material respects, with all applicable legal requirements. Other than shares of beneficial interest of the Company issuable (i) upon exercise of share options pursuant to the Company's stock-based plans for its employees and trustees, or (ii) upon the redemption of Units, no shares of beneficial interest of the Company are reserved for any purpose, except as disclosed in the Prospectus.

(j) The execution, delivery and performance of this Agreement by the Company and the Operating Partnership, the issuance, offering and sale of the Offered Securities to the Underwriter by the Company pursuant to this Agreement, the compliance by the Company and the Operating Partnership with the other provisions of this Agreement and the consummation of the other transactions herein contemplated to be performed by the Company and the Operating Partnership do not (i) require any material governmental license, permit, consent, approval, authorization or other order of, registration, filing or qualification with, any court or governmental body or agency (except such as have been obtained or may be required under the Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), securities, blue sky or real estate syndication laws of the various states, the bylaws and rules of the National Association of Securities Dealers, Inc. ("**NASD**") or the requirements of the New York Stock Exchange, Inc. ("**NYSE**")), (ii) result in the creation or imposition of any lien, charge or encumbrance upon any of the assets or properties of the Company or any of the Subsidiaries pursuant to the terms or provisions of, or conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether with or without the giving of notice or passage of time or both, would constitute a default under any of the foregoing), or give any other party a right to terminate any of its obligations under, or result in the acceleration of any obligation under, the charter, declaration of trust, bylaws, partnership agreement or other organizational document of the Company or any of the Subsidiaries or in the performance or observance of any obligation, covenant, agreement or condition contained in any indenture, loan agreement, mortgage, bond, debenture, note agreement, joint venture or partnership agreement, lease or other agreement or instrument that is material to the Company and the Subsidiaries, taken as a whole, to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries or their respective property is bound or, (iii) violate or conflict with any applicable law or any rule, regulation, judgment, order, statute, administrative regulation or decree of any court or any governmental body or agency (foreign or domestic) having jurisdiction over the Company, any of the Subsidiaries or their respective property, in each case except for liens, charges, encumbrances, breaches, violations, defaults, rights to terminate or accelerate obligations, or conflicts, the imposition or occurrence of which would not have a Material Adverse Effect.

(k) Each of the Company and the Operating Partnership has full trust or partnership power, as the case may be, to enter into this Agreement, and to carry out all of the terms and provisions hereof to be carried out by them. This Agreement has been duly and validly authorized, executed and delivered by each of the Company and the Operating Partnership, and constitutes a valid and binding agreement of each of the Company and the Operating Partnership, and assuming due authorization, execution and delivery by the Underwriter, is enforceable

against the Company and the Operating Partnership, in accordance with the terms hereof subject to (i) the effect of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law, and the discretion of the court before which any proceeding therefor may be brought.

(l) When the Offered Securities are delivered and paid for pursuant to this Agreement on each Closing Date, the Company and each of its Subsidiaries will have good and marketable title in fee simple to all items of real property and valid title to all personal property and assets owned by each of them, in each case free and clear of any security interests, liens, encumbrances, equities, claims and other defects, except such as where the failure to have such title would not result in a Material Adverse Effect or materially and adversely affect the value of such property or materially interfere with the use made or proposed to be made of such property by the Company or such Subsidiary (except in each case liens securing indebtedness of the Company or its Subsidiaries as reflected in its financial statements included in the Prospectus or mortgage indebtedness incurred by the Company in the ordinary course of its business), and any real property and buildings held under lease by the Company or any such Subsidiary will be held under valid, subsisting and enforceable leases, except where the invalidity, non-subsistence or non-enforceability would not result in a Material Adverse Effect or materially interfere with the use made or proposed to be made of such property and buildings by the Company or such

Subsidiary, in each case except as described in or contemplated by the Prospectus. To the knowledge of the Company and the Operating Partnership, except as disclosed in the Prospectus: (i) no lessee of any portion of the properties is in material default under any of the leases governing such properties and there is no event which, but for the passage of time or the giving of notice, or both, would constitute a default under any of such leases, except in each case such defaults that would not have a Material Adverse Effect; (ii) the current use and occupancy of each of the properties complies in all material respects with all applicable codes and zoning laws and regulations, except for such failures to comply which would not individually or in the aggregate have a Material Adverse Effect; and (iii) there is no pending or threatened condemnation, zoning change, environmental or other proceeding or action that will in any material respect affect the size of, use of, improvements on, construction on, or access to the properties except such proceedings or actions that would not have a Material Adverse Effect.

(m) The Company and its Subsidiaries possess adequate certificates, authorities, consents, authorizations or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them, have complied, in all material respects, with the laws, regulations and orders known by them to be applicable to them or their respective businesses and properties and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, consents, authorizations or permit that, if determined adversely to the Company or any of its Subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(n) No labor dispute with the employees of the Company or any Subsidiary exists or, to the knowledge of the Company, is threatened or imminent that might have a Material Adverse Effect.

(o) The Company and its Subsidiaries own, possess, license or can acquire on reasonable terms, adequate trademarks, trade names, licenses, and other rights to inventions, know-how, patents, copyrights, confidential or proprietary information and other intellectual property (collectively, "**intellectual property rights**") necessary to conduct the business now

operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its Subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(p) Except for activities, conditions, circumstances or matters that would not have a Material Adverse Effect, (A) to the knowledge of the Company, after due inquiry, neither the Company nor any of the Subsidiaries has violated (i) any foreign, federal, state or local law or regulation relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**") (and the Company and the Subsidiaries are in compliance with all requirements of applicable permits, licenses, approvals or other Authorizations issued pursuant to Environmental Laws), (ii) any provisions of the Employee Retirement Income Security Act of 1974, as amended or (iii) any provisions of the Foreign Corrupt Practices Act, or the rules and regulations promulgated thereunder; (B) to the knowledge of the Company, after due inquiry, none of the Company or the Subsidiaries has caused or suffered to occur any Release (as hereinafter defined) of any Hazardous Substance (as hereinafter defined) into the Environment (as hereinafter defined) on, in, under or from any property, and no condition exists on, in, under or adjacent to any property that would reasonably be expected to result in the incurrence of liabilities under, or any violations of, any Environmental Law or give rise to the imposition of any Lien (as hereinafter defined), under any Environmental Law; (C) none of the Company or the Subsidiaries has received any written notice of a material claim under or pursuant to any Environmental Law or under common law pertaining to Hazardous Substances on, in, under or originating from any property; (D) none of the Company or any of the Subsidiaries has actual knowledge of, or received any written notice from any Governmental Authority (as hereinafter defined) claiming, any material violation of any Environmental Law or a determination to undertake and/or request the investigation, remediation, clean-up or removal of any Hazardous Substance released into the Environment on, in, under or from any property; and (E) no property now or heretofore owned or leased by the Company or any of the Subsidiaries is included or, to the knowledge of the Company and the Subsidiaries, after due inquiry, proposed for inclusion on, and no property operated by the Company or any of the Subsidiaries, to the knowledge of the Company and the Subsidiaries, is included or proposed for inclusion on, the National Priorities List issued pursuant to CERCLA (as hereinafter defined) by the United States Environmental Protection Agency (the "**EPA**"), or included on the Comprehensive Environmental Response, Compensation, and Liability Information System database maintained by the EPA, and none of the Company and the Subsidiaries has actual knowledge that any property has otherwise been identified in a published writing by the EPA as a potential CERCLA removal, remedial or response site or, to the knowledge of the Company and the Subsidiaries, is included on any similar list of potentially contaminated sites pursuant to any other Environmental Law.

As used herein, "**Hazardous Substance**" shall include any hazardous substance, hazardous waste, toxic substance, pollutant or hazardous material, including, without limitation, oil, petroleum or any petroleum-derived substance or waste, asbestos or asbestos-containing materials, PCBs, pesticides, explosives, radioactive materials, dioxins, urea formaldehyde insulation or any constituent of any such substance, pollutant or waste which is subject to regulation under any Environmental Law (including, without limitation, materials listed in the United States Department of Transportation Optional Hazardous Material Table, 49 C.F.R. § 172.101, or in the EPA's List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302); "**Environment**" shall mean any surface water, drinking water, ground water, land surface, subsurface strata, river sediment, buildings, structures, and indoor and outdoor air; "**Environmental Law**" shall mean the Comprehensive Environmental Response, Compensation

and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) ("**CERCLA**"), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901, et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401, et seq.), the Clean Water Act, as amended (33 U.S.C. § 1251, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.), the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. § 651, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), and all other federal, state and local laws, ordinances, regulations, rules and orders relating to the protection of the environment or of human health from environmental effects; "**Governmental Authority**" shall mean any federal, state or local governmental office, agency or authority having the duty or authority to promulgate, implement or enforce any Environmental Law; "**Lien**" shall mean, with respect to any property, any mortgage, deed of trust, pledge, security interest, lien, encumbrance, penalty, fine, charge, assessment, judgment or other liability in, on or affecting such property; and "**Release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, emanating or disposing of any Hazardous Substance into the Environment, including, without limitation, the abandonment or discard of barrels, containers, tanks (including, without limitation, underground storage tanks) or other receptacles containing or previously containing and containing a residue of any Hazardous Substance.

(q) To the knowledge of the Company, none of the environmental consultants which prepared environmental and asbestos inspection reports with respect to any of the properties was employed for such purpose on a contingent basis or has any substantial interest in the Company or any of the Subsidiaries, and none of them nor any of their directors, officers or employees is connected with the Company or any of the Subsidiaries as a promoter, selling agent, voting trustee, director, officer or employee.

(r) Except as disclosed in the Prospectus, after due inquiry, there are no pending actions, suits or proceedings against or, to the knowledge of the Company, affecting the Company, any of its Subsidiaries or any of their respective properties or any of their respective officers or trustees that, if determined adversely to the Company or any of its Subsidiaries or any of their respective officers or trustees, would individually or in the aggregate have a Material Adverse Effect, or which are otherwise material in the context of the sale of the Offered Securities and/or are required to be described in the Registration Statement or Prospectus; and, to the knowledge of the Company, no such actions, suits or proceedings are threatened or contemplated, in each case, before or by any federal or state court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, having jurisdiction over the Company, any of its Subsidiaries or assets; and

no contract, statute, regulation or other document is required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that is not described therein or filed as required.

(s) The consolidated financial statements and schedules and notes thereto of the Company and its consolidated Subsidiaries included in the Registration Statement and the Prospectus comply in all material respects with the requirements of the Act and the Exchange Act, as applicable, and Item 301 of Regulation S-K promulgated by the Commission and fairly present the financial position of the Company and its consolidated Subsidiaries and the results of operations and changes in financial condition as of the dates and periods therein specified. Such financial statements, schedules and notes have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved (except as otherwise noted therein). The selected financial data set forth under the caption "Selected Financial Information" in the Prospectus fairly present, on the basis stated in the Prospectus, the information included therein. No other financial statements (or schedules) of the Company or

any predecessor of the Company are required by the Act to be included in the Registration Statement or the Prospectus.

(t) PricewaterhouseCoopers LLP and Ernst & Young LLP, each who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their respective report with respect to the audited consolidated financial statements and schedules included in the Registration Statement and the Prospectus, are independent public accountants as required by the Act and the Exchange Act.

(u) Subsequent to the respective dates as of which information is given in the Registration Statement or the Prospectus and prior to the First Closing Date, (i) neither the Company nor any of its Subsidiaries has sustained any material casualty loss, condemnations or interference with their respective businesses or properties from fire, flood, hurricane, accident or other calamity, whether or not covered by insurance, or from any labor dispute or any legal or governmental proceeding, (ii) there has not been any material adverse change, or any development or event that would be reasonably likely to result in a material adverse change, in the condition (financial or otherwise), management, business, properties, prospects, net worth, or results of operations of the Company or any of its Subsidiaries, taken as a whole, except in each case as described in or contemplated by the Prospectus and (iii) except as disclosed in or contemplated by the Prospectus or otherwise consistent with past practice, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(v) The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended.

(w) The Company has not, directly or indirectly, (i) taken any action designed to cause or to result in, or that has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities or (ii) since the filing of the Registration Statement (A) sold, bid for, purchased, or paid anyone any compensation for soliciting purchases of, the Offered Securities or (B) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company.

(x) The Company has not distributed and, prior to the later of (i) the First Closing Date and (ii) the completion of the distribution of the Offered Securities, will not distribute any offering material in connection with the offering and sale of the Offered Securities other than the Registration Statement or any amendment thereto, or the Prospectus or any amendment or supplement thereto, or other materials, if any permitted by the Act.

(y) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, except as described in the Prospectus, (1) the Company and its Subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into any material transaction, in each case, not in the ordinary course of business; (2) the Company has not purchased any of its outstanding shares of beneficial interest, nor declared, paid or otherwise made any dividend or distribution of any kind on its shares of beneficial interest except in the ordinary course of business consistent with past practices; and (3) there has not been any material change in the capitalization, equity, short-term debt or long-term debt of the Company and its consolidated Subsidiaries, except in each case as described in or contemplated by the Prospectus.

(z) The Company and each of its Subsidiaries are insured by property, title, casualty and liability insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for; and neither the Company nor any such Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not result in Material Adverse Effect, except in such instances where the tenant is carrying such insurance or the tenant is self-insuring such risks and except as described in or contemplated by the Prospectus.

(aa) No Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the equity interest in such Subsidiary held by the Company, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as described in or contemplated by the Prospectus or pursuant to the terms of its outstanding securities or a bona fide financing transaction.

(bb) The Company and each of its Subsidiaries has filed all foreign, federal, state and local income tax returns that are required to be filed or has requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect) and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such tax, assessment, fine or penalty that is currently being contested in good faith or as described in or contemplated by the Prospectus or which would not result in a Material Adverse Effect.

(cc) Commencing with the Company's taxable year ended December 31, 1992, the Company was organized and has operated in conformity with the requirements for qualification and taxation as a real estate investment trust ("**REIT**") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and its proposed method of operations will enable it to continue to meet the requirements for qualification and taxation as a REIT. All statements in the Prospectus regarding the Company's qualification as a REIT are true, complete and correct in all material respects.

(dd) Except for the shares of capital stock or other equity interests of each of the Subsidiaries owned by the Company and such Subsidiaries, neither the Company nor any such Subsidiary owns any shares of stock or any other equity securities of any corporation or has any equity interest in any firm, partnership, association or other entity, except as described in or contemplated by the Prospectus.

(ee) The Company and each of its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (1) transactions are executed in accordance with management's general or specific authorizations; (2) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (3) access to assets, financial and corporate books and records is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(ff) Neither the Company nor any of the Subsidiaries is in breach or violation of its respective declaration of trust, charter, bylaws, partnership agreement or other organizational document, as the case may be, or in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, bond, debenture, note agreement, joint venture or partnership agreement, lease or other agreement or instrument that is material to the Company and the Subsidiaries, taken as a whole, and to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries or their respective property is bound (and there is no event which, whether with or without the giving of notice, or passage of time or both, would constitute a default under any of foregoing), where such breach, violation or default would have a Material Adverse Effect.

(gg) Since January 1, 1998, the Company has timely filed all documents required to be filed by it under the Exchange Act.

(hh) No relationship, direct or indirect, exists between or among the Company or the Subsidiaries on the one hand, and the trustees, directors, officers, shareholders, customers or suppliers of the Company or the Subsidiaries on the other hand, which is required by the Act or the rules of the NASD to be described in the Registration Statement and the Prospectus which is not so described.

(ii) There are no contracts, agreements, letters of intent, understandings or any other documents relating to the pending acquisition of any real property by the Company or the Operating Partnership that are required to be disclosed in the Prospectus and that are not so disclosed.

(jj) The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to each of the Company's principal executive officer and principal financial officer by others within those entities, particularly during the preparation of the final prospectus supplement; (ii) have been evaluated for effectiveness as of the date of the filing of the final prospectus supplement with the Commission; and (iii) are effective in all material respects to perform the functions for which they were established.

(kk) Based on its evaluation of its internal controls over financial reporting, the Company is not aware of (i) any significant deficiency or material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

3. *Purchase, Sale and Delivery of Offered Securities.* On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell to the Underwriter, and the Underwriter agrees to purchase from the Company, at a purchase price of $25.10 per share, the Firm Securities.

The Company will deliver the Firm Securities, with transfer taxes thereon duly paid, to the Underwriter in book entry form through the facilities of The Depository Trust Company ("**DTC**") for the account of the Underwriter against payment of the purchase price in Federal (same day) funds by wire transfer to an account of the Company at Wachovia Bank in Baltimore, Maryland, in connection with the closing of such transactions, at the office of Morgan, Lewis & Bockius LLP, Philadelphia, Pennsylvania,

at 11:00 A.M., New York time, on September 28, 2004, or at such other time not later than seven full business days thereafter as the Underwriter and the Company determine, such time being herein referred to as the "**First Closing Date**." For purposes of Rule 15c6-1 under the Exchange Act, the First Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. As used herein, "**business day**" means a day on which the NYSE is open for trading and on which banks in New York are open for business and are not permitted by law or executive order to be closed.

In addition, upon written notice from the Underwriter given to the Company from time to time (but on not more than two separate occasions) not more than 30 days subsequent to the date of the Prospectus (or, if such 30th day shall be a Saturday or Sunday or a holiday, on the next business day), the Underwriter may purchase all or less than all of the Optional Securities at the per share purchase price (including any accumulated dividends thereon to the related Optional Closing Date (as hereinafter defined) to be paid for the Firm Securities. The Underwriter shall not be under any obligation to purchase any of the Optional Securities prior to the exercise of such option. The Company agrees to sell to the Underwriter the number of shares of Optional Securities specified in such notice and the Underwriter agrees to purchase such Optional Securities. Such Optional Securities shall be purchased for the account of the Underwriter and may be purchased by the Underwriter only for the purpose of covering over-allotments made in connection with the sale of the Firm Securities. No Optional Securities shall be sold or delivered unless the Firm Securities previously have been, or simultaneously are, sold and delivered. The right to purchase the Optional Securities or any portion thereof may be exercised from time to time and to the extent not previously exercised may be surrendered and terminated at any time upon notice by the Underwriter to the Company.

Each time for the delivery of and payment for the Optional Securities, being herein referred to as an "**Optional Closing Date**," which may be the First Closing Date (the First Closing Date and each Optional Closing Date, if any, being sometimes referred to as a "**Closing Date**"), shall be determined by the Underwriter but shall be not later than five (5) full business days after written notice of election to purchase Optional Securities is given. The Company will deliver the Optional Securities being purchased, with transfer taxes thereon duly paid, to the Underwriter in book entry form through the facilities of the DTC on each Optional Closing Date for the account of the Underwriter against payment of the purchase price in federal (same day) funds by wire transfer to an account of the Company, in connection with the closing of the transactions, at the above office. Prior to each Optional Closing Date, the Company will also deliver the form of fully registered global certificate that will be deposited with DTC for the Optional Securities that the Underwriter has agreed to purchase hereunder.

4. *Offering by Underwriter.* It is understood that the Underwriter proposes to offer the Offered Securities for sale to the public as set forth in the Prospectus.

5. *Certain Agreements of the Company and the Operating Partnership.* The Company and the Operating Partnership agree with the Underwriter that:

(a) The Company will file the final Prospectus with the Commission pursuant to and in accordance with subparagraph (5) of Rule 424(b) not later than the second business day following the execution and delivery of this Agreement). The Company will advise the Underwriter promptly of any such filing pursuant to Rule 424(b).

(b) The Company will advise the Underwriter promptly of any proposal to amend or supplement the Registration Statement as filed or the related Prospectus and will not effect such amendment or supplementation without the Underwriter's consent which shall not be unreasonably withheld. The Company will prepare and file with the Commission, in accordance

with the rules and regulations of the Commission, promptly upon request by the Underwriter or counsel for the Underwriter, any amendments to the Registration

Statement or amendments or supplements to the Prospectus that may be necessary or advisable in connection with the distribution of the Offered Securities by the Underwriter, and will use its best efforts to cause any such amendment to the Registration Statement to be declared effective by the Commission as promptly as possible. The Company will also advise the Underwriter promptly of the effectiveness of the Registration Statement (if its Effective Time is subsequent to the execution and delivery of this Agreement) and of any amendment or supplementation of the Registration Statement or the Prospectus and of the institution by the Commission of any stop order proceedings in respect of the Registration Statement and of the suspension of the qualification of the Offered Securities for offering or sale in any jurisdiction and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.

(c) The Company will advise the Underwriter, promptly after receiving notice or obtaining knowledge thereof and, if requested by the Underwriter, to confirm such advice in writing, of (i) the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any Registration Statement filed under Rule 462(b) ("**Rule 462(b)**") under the Act or any post-effective amendment thereto or any order directed at any document incorporated by reference in the Registration Statement or the Prospectus or any amendment or supplement thereto or any order preventing or suspending the use of any Prospectus or any amendment or supplement thereto, (ii) the suspension of the qualification of the Offered Securities for offering or sale in any jurisdiction, (iii) the institution, threatening or contemplation of any proceeding for any such purpose, (iv) the effectiveness of any amendment to the Registration Statement or any Rule 462(b) Registration Statement, the transmittal to the Commission for filing of any Prospectus or other supplement or amendment thereto to be filed pursuant to the Act, any request made by the Commission for amending the Registration Statement or any Rule 462(b) Registration Statement, for amending or supplementing any preliminary prospectus or the Prospectus or for additional information or (v) the happening of any event during the period referred to in Section 5(d) below which makes any statement of a material fact made in the Registration Statement or Prospectus untrue or which requires any additions to or changes in the foregoing in order to make the statements therein not misleading. The Company will use its best efforts to prevent the issuance of any such stop order and, if any such stop order is issued, to obtain the withdrawal or lifting thereof as promptly as possible.

(d) At any time when a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by the Underwriter or dealer, the Company (i) will comply with all requirements imposed upon it by the Act and the Exchange Act to the extent necessary to permit the continuance of sales of or dealings in the Offered Securities in accordance with the provisions hereof and of the Prospectus, as then amended or supplemented, (ii) will not file with the Commission the Prospectus, any amendment or supplement thereto or any amendment to the Registration Statement or any Rule 462(b) Registration Statement of which the Underwriter shall not previously have been advised and furnished with a copy for a reasonable period of time prior to the proposed filing and as to which filing the Underwriter shall not have given their consent which shall not be unreasonably withheld, and (iii) if any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Prospectus to comply with the Act, will promptly notify the Underwriter of such event and will promptly prepare and file with the Commission, at its own expense, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Underwriter's consent to, nor the

Underwriter's delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 6.

(e) As soon as practicable, but not later than the Availability Date (as hereinafter defined), the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the Effective Date of the Registration Statement which will satisfy the provisions of Section 11(a) of the Act. For the purpose of the preceding sentence, "**Availability Date**" means the 45th day after the end of the fourth fiscal quarter following the fiscal quarter that includes such Effective Date, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "**Availability Date**" means the 90th day after the end of such fourth fiscal quarter.

(f) The Company will furnish, without charge, to the Underwriter copies of each Prospectus included in the Registration Statement, and, so long as a prospectus relating to the Offered Securities is required to be delivered under the Act in connection with sales by the Underwriter or dealer, the Prospectus and all amendments and supplements to such documents (in each case including exhibits thereto), in each case in such quantities as the Underwriter requests. Unless otherwise agreed to by the Company and the Underwriter, the Prospectus shall be so furnished on or prior to 3:00 P.M., New York time, on the second business day following the later of the execution and delivery of this Agreement or the Effective Time of the Registration Statement. All other documents shall be so furnished as soon as available. The Company will pay the expenses of printing and distributing to the Underwriter all such documents.

(g) The Company will arrange for the registration or qualification of the Offered Securities for offering and sale under the applicable state securities or blue sky laws and real estate syndication laws of such jurisdictions as the Underwriter designates and will continue such registration or qualifications in effect for as long as may be necessary to complete the distribution of the Offered Securities and to file such consents to service of process or other documents as may be necessary in order to effect such registration or qualification; provided, however, that in connection therewith the Company shall not be required to qualify as a foreign corporation or to execute a general consent to service of process in any jurisdiction.

(h) During the period of five years hereafter, upon request of the Underwriter, the Company will furnish to the Underwriter, as soon as practicable after the end of each fiscal year, a copy of its annual report to shareholders for such year; and the Company will furnish to the Underwriter (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to shareholders, and (ii) from time to time, such other information concerning the Company as the Underwriter may reasonably request.

(i) The Company will pay all costs, fees, taxes and expenses incident to the performance of its obligations under this Agreement, whether or not the transactions contemplated herein are consummated or this Agreement is terminated, including all costs, fees, taxes and expenses incident to (i) the printing, filing or other production of documents with respect to the transactions, including any costs of printing the Registration Statement originally filed with respect to the Offered Securities and any amendment thereto, any Rule 462(b) Registration Statement and the Prospectus and any amendment or supplement thereto, this Agreement and any blue sky memoranda, (ii) all arrangements relating to the mailing and delivery to the Underwriter of copies of the foregoing documents, (iii) the fees, expenses and disbursements of the counsel, accountants and any other experts or advisors retained by the Company, (iv) preparation, printing, issuance and delivery to the Underwriter of any certificates

evidencing the Offered Securities, including transfer agent's and registrar's fees, (v) the registration or qualification of the Offered Securities under state securities and blue sky laws and the real estate syndication laws of the several states, including filing fees and fees and disbursements of counsel for the Underwriter relating thereto, (vi) the filing fees and disbursement of counsel for the Underwriter solely in connection with the review and clearance of the offering of the Offered Securities by the NASD relating to the Offered Securities, (vii) the listing of the Offered Securities on the NYSE, (viii) meetings with prospective investors in the Offered Securities (other than shall have been specifically approved by the Underwriter to be paid for by the Underwriter), (ix) advertising approved by the Company relating to the offering of the Offered Securities (other than shall have been specifically approved by the Underwriter to be paid for by the Underwriter) and (x) any transfer taxes imposed on the sale by the Company of the Offered Securities to the Underwriter. If the sale of the Offered Securities provided for herein is not consummated because any condition to the obligations of the Underwriter set forth in Section 6 hereof is not satisfied, because this Agreement is terminated or because of any failure, refusal or inability on the part of the Company or the Operating Partnership to perform all obligations and satisfy all conditions on its part to be performed or satisfied hereunder other than by reason of a default by any of the Underwriter, the Company and the Operating Partnership will reimburse the Underwriter severally upon demand for all out-of-pocket expenses (including fees and disbursements of counsel) that are the responsibility of the Company pursuant to this Section 5(i) and that

shall have been incurred by them in connection with the proposed purchase and sale of the Offered Securities. The Company and the Operating Partnership shall not in any event be liable to the Underwriter for the loss of anticipated profits from the transactions covered by this Agreement.

(j) The Company will apply the net proceeds from the sale of the Offered Securities as set forth under "Use of Proceeds" in the Prospectus.

(k) The Company will not, at any time, directly or indirectly, (i) take any action designed to cause or to result in, or that has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Securities or (ii) (A) sell, bid for, purchase, or pay anyone any compensation for soliciting purchases of, the Offered Securities or (B) pay or agree to pay to any person any compensation for soliciting another to purchase any other securities of the Company.

(l) If at any time during the period prior to the Optional Closing Date, any rumor, publication or event relating to or affecting the Company shall occur as a result of which, in the opinion of the Underwriter, the market price of the Offered Securities has been or is likely to be materially affected (regardless of whether such rumor, publication or event necessitates a supplement to or amendment of the Prospectus), the Company will, after notice from the Underwriter advising the Company to the effect set forth above, forthwith prepare, consult with the Underwriter concerning the substance of, and disseminate a press release or other public statement, reasonably satisfactory to the Underwriter, responding to or commenting on such rumor, publication or event.

(m) If the Company elects to rely on Rule 462(b), the Company shall both file the Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) and pay the applicable fees or give irrevocable instructions for the payment of such fees in accordance with Rule 111 promulgated under the Act by the earlier of (i) 10:00 A.M. Eastern time on the business day following the date of this Agreement and (ii) the time confirmations are sent or given, as specified by Rule 462(b)(2).

(n) The Company will use its best efforts to cause the Offered Securities to be duly authorized for listing by the NYSE prior to the First Closing Date and to maintain the listing of the Offered Securities on the NYSE for a period of two years after the First Closing Date and thereafter unless the Company's Board of Trustees determines that it is no longer in the best interests of the Company.

(o) During the period beginning on and including the date of this Agreement and continuing through and including the 60th day after the date of this Agreement, the Company and the Operating Partnership will not offer, sell, contract to sell, pledge or otherwise issue or dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or the Operating Partnership), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position with the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder with respect to any Common Shares or any capital shares of the Company which are substantially similar to Common Shares or any securities convertible into or exercisable, exchangeable or redeemable for Common Shares or any capital shares of the Company which are substantially similar to Common Shares, without the prior written consent of the Underwriter; provided, however, that the foregoing restrictions shall not prohibit the sale of Common Shares to the Underwriter pursuant to this Agreement, and shall not prohibit the Company from issuing (A) Common Shares pursuant to (x) the dividend reinvestment component of the Company's dividend reinvestment plan as in effect on the date of this Agreement, (y) any of the Company's employee or trustee benefit plans, including upon exercise of share options granted pursuant thereto, as such plans are in effect on the date of this Agreement or (z) the exercise of contractual rights existing on the date of this Agreement by current and former holders of partnership or other interests in Corporate Office Properties, L.P. which may require or permit (in lieu of a payment in cash) the issuance of Common Shares by the Company, and (B) any securities (the "Acquisition Securities") convertible into or exercisable, exchangeable or redeemable for Common Shares as consideration for the acquisition of real property, provided, that the Acquisition Securities are not convertible, exercisable, exchangeable or redeemable for or into Common Shares prior to the day following the 60th day after the date of this Agreement, and provided, further, that the Company shall not release, modify or waive the restriction set forth in this clause (B) with respect to the Acquisition Securities without the prior written consent of the Underwriter.

(p) During the period when the Prospectus is required to be delivered under the Act or the Exchange Act in connection with sales of the Offered Securities, the Company will file all documents required to be filed by it with the Commission pursuant to Section 13, 14 or 15 of the Exchange Act within the time periods required by the Exchange Act.

(q) The Company will use its best efforts to continue to qualify as a REIT under Sections 856 through 860 of the Code unless the Company's Board of Trustees determines that it is no longer in the best interests of the Company to be so qualified.

(r) Each certificate signed by any officer or authorized representative of the Company or any Subsidiary and delivered to the Underwriter or counsel for the Underwriter shall be deemed to be a representation and warranty by the Company or any Subsidiary to the Underwriter as to the matters covered thereby.

6. *Conditions of the Obligations of the Underwriter.* The obligations of the Underwriter to purchase and pay for the Firm Securities under this Agreement shall be subject, in the Underwriter's sole discretion, to the satisfaction of each of the following conditions:

(a) All the representations and warranties of the Company and the Operating Partnership contained in this Agreement and all written statements of officers of the Company and Operating Partnership made pursuant to this Agreement shall be true and correct, in all material respects, on the First Closing Date with the same force and effect as if made on and as of the First Closing Date.

(b) The Registration Statement, including any Rule 462(b) Registration Statement, has become effective under the Act; the Prospectus and any amendment or supplement thereto, as the case may be, shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by such Rule; if the Company is required to file a Rule 462(b) Registration Statement after the effectiveness of this Agreement, such Rule 462(b) Registration Statement shall have been filed by 10:00 A.M., New York City time, on the business day after the date of this Agreement; and no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and no order directed at any document incorporated by reference in the Registration Statement or the Prospectus or any amendment or supplement thereto shall have been issued, and no proceedings for that purpose shall have been instituted or threatened, or, to the knowledge of the Company, after due inquiry, shall be contemplated by the Commission. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and no order directed at any document incorporated by reference in the Registration Statement or the Prospectus or any amendment or supplement thereto shall have been issued, and no proceedings for that purpose shall have been instituted or threatened, or, to the knowledge of the Company, after due inquiry, shall be contemplated by the state securities authority of any jurisdiction.

(c) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Company and its Subsidiaries taken as one enterprise which, in the judgment of the Underwriter, is material and adverse and makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities; (ii) any downgrading in the rating of any debt securities or preferred stock of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities or preferred stock of the Company (other than an announcement with positive implications of a possible upgrading, and no implication

of a possible downgrading, of such rating) or any announcement that the Company has been placed on negative outlook; (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the judgment of the Underwriter, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market; (iv) any material suspension or material limitation of trading in securities generally on the NYSE, or any setting of minimum prices for trading on such exchange, or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (v) any banking moratorium declared by U.S. Federal or New York authorities; (vi) any major disruption of settlements of securities or clearance services in the United States; or (vii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the

Underwriter, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the public offering or the sale of and payment for the Offered Securities.

(d) The Underwriter shall have received an opinion (satisfactory to the Underwriter and its counsel), dated the First Closing Date, of Morgan, Lewis & Bockius LLP, counsel for the Company, to the effect that:

(i) The Company and each of the Subsidiaries are validly existing as corporations, limited partnerships, real estate investment trusts or limited liability companies, as the case may be, in good standing under the laws of their respective jurisdictions of formation and are duly qualified to transact business as foreign corporations, limited partnerships, real estate investment trusts or limited liability companies, as the case may be, and are in good standing under the laws of the respective jurisdictions identified on Schedule II hereto where the ownership or leasing of their respective properties or the conduct of their respective businesses requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect;

(ii) The Company and each of the Subsidiaries have trust, corporate, limited liability company or partnership authority or power, whichever is appropriate, to own, operate or lease their respective properties and other assets and conduct the respective businesses in which they are engaged or propose to engage, in each case, as described in the Registration Statement and the Prospectus, and the Company and the Operating Partnership have trust or partnership power, as the case may be, to enter into this Agreement and to carry out all the terms and provisions hereof to be carried out by them;

(iii) The Company has an authorized capitalization consisting of 60,000,000 shares of beneficial interest as set forth in the Prospectus; the Offered Securities have been duly authorized for issuance and sale to the Underwriter pursuant to this Agreement by all necessary action of the Company and, when validly issued and delivered to and paid for by the Underwriter pursuant to this Agreement and in accordance with the resolutions of the Board of Trustees of the Company authorizing their issuance, will be duly authorized, validly issued, fully paid and nonassessable; no holders of outstanding shares of beneficial interest of the Company are entitled, to such counsel's knowledge, to any preemptive or other rights to subscribe for any of the Offered Securities; the terms of the Offered Securities conform in all material respects to all statements and descriptions related thereto under the caption "Description of Shares" contained in the Prospectus. The form of share certificate evidencing the Common Shares is in due and proper form in all material respects and complies in all material respects with all applicable legal requirements under Maryland law. The issuance of the Offered Securities is not subject to any preemptive or other similar rights arising under Title 8 of the Corporations and Associations Article of the Annotated Code of Maryland or the Company's declaration of trust or bylaws, as amended to date;

(iv) The statements set forth under the heading "Description of Shares" in the Prospectus, insofar as such statements purport to summarize certain provisions of the Offered Securities, the Declaration of Trust and bylaws of the Company and the Certificate of Limited Partnership of the Operating Partnership, have been reviewed by such counsel and are correct in all material respects and provide a fair summary of such provisions; and the statements set forth under the heading "Certain Federal Income Tax

Matters," "Federal Income Tax Matters" and "Description of Shares" in the Prospectus, insofar as such statements constitute statements of law (except that with regard to the statements set forth under the heading "Certain Federal Income Tax Matters" and "Federal Income Tax Matters," only to the extent that such statements constitute statements of Federal income tax law), descriptions of statutes, rules or regulations, or summaries of the legal matters or proposed legislation referred to therein, have been reviewed by such counsel and are correct in all material respects and provide a fair summary of such matters;

(v) The execution and delivery of this Agreement has been duly authorized by all necessary action of the Company and the Operating Partnership, and this Agreement has been duly executed and delivered by the Company and the Operating Partnership;

(vi) To such counsel's knowledge, no legal or governmental proceedings are pending to which the Company or any of the Subsidiaries is a party or to which the property of the Company or any of the Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and, to the extent described therein, the descriptions thereof are accurate in all material respects and, to the knowledge of such counsel, no such proceedings have been threatened against the Company or any of the Subsidiaries or with respect to any of their respective properties; and to such counsel's knowledge no contract, statute, regulation or other document is required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that is not described therein or filed as an exhibit thereto;

(vii) To such counsel's knowledge, the issuance, offering and sale of the Offered Securities to the Underwriter by the Company pursuant to this Agreement, the execution, delivery and performance of, and compliance with this Agreement by the Company and the Operating Partnership and the consummation by the Company and the Operating Partnership of the other transactions herein contemplated do not and will not (A) require the consent, approval, authorization, registration, order, filing or qualification of or with any court, regulatory body, administrative agency or other governmental authority, except such as have been obtained and such as may be required under state securities or blue sky laws or real estate syndication laws of the various states in connection with the purchase and distribution of the securities by the Underwriter, or as may be required under the Act or other securities laws or bylaws and rules of the NASD, or the listing requirements of the NYSE or such as have been received prior to the date of the opinion, or (B) conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (whether with or without the giving of notice or passage of time or both), (x) the declaration of trust and bylaws, as amended, of the Company, the charter and bylaws of each Subsidiary that is a corporation, the partnership agreement of each Subsidiary that is a partnership or the operating agreement of each Subsidiary that is a limited liability company, (y) any document (as in effect on the date of such opinion) listed on Schedule III hereto (it being understood that such counsel may assume compliance with the financial covenants contained in any such document), (C) violate or conflict with any applicable law, rule or administrative regulation of the United States, the General Corporation Law or Revised Uniform Limited Partnership Act of the State of Delaware or Title 8 of the Corporations and Associations Article of the Annotated Code of the State of Maryland, or (D) violate any order or administrative or court decree of which such counsel is aware, except in each case (other than for

Sections 6(d)(viii)(B)(x) and 6(d)(viii)(B)(y) above) for requirements, conflicts, breaches, violations or defaults that in the aggregate would not have a Material Adverse Effect;

(viii) The Registration Statement is effective under the Act; the Prospectus has been filed with the Commission in the manner and within the time period required by Rule 424(b) under the Act; and, based solely on the oral advisement of a member of the Commission's staff, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued, and no proceedings for that purpose have been instituted or, to the knowledge of such counsel, are threatened or contemplated by the Commission;

(ix) The documents filed pursuant to the Exchange Act and incorporated by reference in the Prospectus (other than the financial statements and related schedules, other financial information and statistical data derived from such financial statements, schedules and other financial data contained therein, as to which such counsel need express no opinion), when they were filed with the Commission, complied as to form in all material respects with the applicable requirements of the Exchange Act;

(x) The Registration Statement, and any Rule 462(b) Registration Statement, at the time it became effective, and the Prospectus and each amendment and supplement thereto, as of its date and the date hereof (in each case, including the documents incorporated by reference therein but not including the financial statements and related schedules, other financial information and statistical data derived from such financial statements, schedules and other financial data contained therein, as to which such counsel need express no opinion) complied as to form in all material respects with the applicable requirements of the Act;

(xi) The authorized shares of beneficial interest of the Company conform as to legal matters in all material respects to the description thereof included in the Prospectus;

(xii) The Company and the Subsidiaries are not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus, will not be required to be, registered as an "investment company" under the Investment Company Act of 1940, as amended; and

(xiii) To such counsel's knowledge, there are no contracts or agreements between the Company and any person granting such person the right to require the Company to include securities of the Company held by such person with the Offered Securities registered pursuant to the Registration Statement.

In addition, Morgan, Lewis & Bockius LLP shall confirm that the opinion filed as Exhibit 8.1 to the Registration Statement is true and correct as of the Closing Date and permit the Underwriter to rely on such opinion as if it were addressed to the Underwriter. Also, if the NYSE has approved and authorized the listing of the Offered Securities as of the Closing Date, Morgan, Lewis & Bockius LLP shall confirm that the Offered Securities have been duly authorized for listing, subject to official notice of issuance, on the NYSE.

Further, Morgan, Lewis & Bockius LLP shall state that they have participated in conferences with officers and other representatives of the Company and the Subsidiaries, representatives of the independent public accountants for the Company and representatives of the

Underwriter and its counsel at which the contents of the Registration Statement and the Prospectus and related matters were discussed. On the basis thereof (relying as to materiality to the extent it deems appropriate upon the opinions of officers and other representatives of the Company), but without independent verification by such counsel of, and without passing upon or assuming any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus or any amendments or supplements thereto, no facts have come to the attention of such counsel that lead them to believe that (i) the Registration Statement, at the time such Registration Statement became effective, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading or (ii) the Prospectus, as of its date or at the First Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need express no opinion with respect to the financial statements and related schedules, other financial information and statistical data derived from such financial statements and related schedules and other financial information included in the Registration Statement or the Prospectus).

In giving its opinion, such counsel shall expressly limit such opinion to matters of Federal and Pennsylvania law and the Revised Uniform Limited Partnership Act of the State of Delaware, the General Corporation Law of the State of Delaware and Title 8 of the Corporations and Associations Article of the Annotated Code of Maryland and may rely without independent verification (A) as to all matters of fact, upon certificates and statements of officers, trustees, directors, partners and employees of and accountants for the Company and the Subsidiaries and (B) as to the good standing and qualification of the Company and the Subsidiaries to do business in any state or jurisdiction, upon certificates of appropriate government officials or opinions of counsel in such jurisdictions. Counsel need express no opinion (i) as to the enforceability of forum selection clauses or (ii) with respect to the requirements of, or compliance with, any state securities or blue sky or real estate syndication laws.

For the purposes of the opinions presented in this Section 6(d), the term "Subsidiaries" shall include only those subsidiaries that are listed on Schedule IV hereto. References to the Registration Statement and the Prospectus in this paragraph (d) shall include any amendment or supplement thereto at the date of such opinion.

(e) The Underwriter shall have received on the First Closing Date an opinion or opinions (satisfactory to the Underwriter and its counsel), dated the First Closing Date, of Karen Singer, Esq., General Counsel to the Company, as to the following matters:

(i) The Company and each of the Subsidiaries are validly existing as corporations, limited partnerships, real estate investment trusts or limited liability companies, as the case may be, in good standing under the laws of their respective jurisdictions of formation and are duly qualified and registered to transact business as foreign corporations, limited partnerships or real estate investment trusts or limited liability companies, as the case may be, and are in good standing under the laws of the respective jurisdictions identified on Schedule II hereto where the ownership or leasing of their respective properties or the conduct of their respective businesses requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect;

(ii) The Company and each of the Subsidiaries have trust, corporate or partnership authority or power, whichever is appropriate, to own, operate or lease their respective properties and other assets and conduct the respective businesses in which they are engaged or propose to engage, in each case, as described in the Registration Statement and the Prospectus, and the Company and the Operating Partnership have trust or partnership power, as the case may be, to enter into this Agreement and to carry out all the terms and provisions hereof to be carried out by them;

(iii) The issued and outstanding common and preferred units of the Operating Partnership, the issued and outstanding shares of beneficial

interest in the Company, and the issued and outstanding membership interests and other equity interests, as the case may be, of each of the other Subsidiaries have been duly authorized and validly issued, are with respect to corporate Subsidiaries, as applicable, fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws and, to the knowledge of such counsel, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities and, except as otherwise set forth in the Prospectus, to the knowledge of such counsel, are owned beneficially by the Company free and clear of any perfected security interests or, any other security interests, liens, encumbrances, equities or claims, except for security interests, liens, encumbrances, equities or claims pursuant to the terms of a bona fide financing transaction;

(iv) To such counsel's knowledge, no legal or governmental proceedings are pending to which the Company or any of the Subsidiaries is a party or to which the property of the Company or any of the Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and the descriptions thereof are accurate in all material respects and, to the knowledge of such counsel, no such proceedings have been threatened against the Company or any of the Subsidiaries or with respect to any of their respective properties; and to such counsel's knowledge no contract, statute, regulation or other document is required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that is not described therein or filed as required and the descriptions of any such contracts, statutes, regulations or other documents are accurate in all material respects;

(v) To such counsel's knowledge, the issuance, offering and sale of the Offered Securities to the Underwriter by the Company pursuant to this Agreement, the execution, delivery and performance and the compliance with this Agreement by the Company and the Operating Partnership and the consummation by the Company and the Operating Partnership of the other transactions herein contemplated do not and will not (A) require the consent, approval, authorization, registration, order, filing or qualification of or with any court, regulatory body, administrative agency or other governmental authority, except such as have been obtained and such as may be required under state securities or blue sky laws or real estate syndication laws of the various states in connection with the purchase and distribution of the securities by the Underwriter, or as may be required under the Act or other securities laws or bylaws and rules of the NASD, or the listing requirements of the NYSE or such as have been received prior to the date of the opinion, or (B) conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (whether with or without the giving of notice or passage of time or both), (x) the declaration of trust and bylaws of the Company, the charter and bylaws of each Subsidiary that is a corporation, the partnership agreement of

each Subsidiary that is a partnership or the operating agreement of each Subsidiary that is a limited liability company, (y) any document (as in effect on the date of such opinion) listed on Schedule III (it being understood that such counsel may assume compliance with the financial covenants contained in any such document), (C) violate or conflict with any applicable law, rule or administrative regulation of the United States, the General Corporation Law or Revised Uniform Limited Partnership Act of the State of Delaware or Title 8 of the Corporations and Associations Article of the Annotated Code of the State of Maryland, or (D) violate any order or administrative or court decree of which such counsel is aware, except in each case (other than for Sections 6(d)(viii)(B)(x) and 6(d)(viii)(B)(y) above) for requirements, conflicts, breaches, violations or defaults that in the aggregate would not have a Material Adverse Effect;

(vi) To the knowledge of such counsel, neither the Company nor any of the Subsidiaries is in violation of its respective charter, declaration of trust, bylaws, partnership agreement or other organizational document, as the case may be, and, to such counsel's knowledge, neither the Company nor any of such Subsidiaries is in default in the performance or observance of (and there is no event which, but for the passage of time or the giving of notice, or both, would constitute a default under any of the foregoing), any obligation, agreement, covenant or condition contained in any document (as in effect on the date of such opinion) listed on Schedule III to which the Company or any of such Subsidiaries is a party or by which the Company or any of such Subsidiaries or their respective property is bound (it being understood that such counsel may assume compliance with the financial covenants contained in any such document), except in each case for violations or defaults which in the aggregate are not reasonably expected to have a Material Adverse Effect;

In addition, Karen Singer shall make statements similar to those contained in the second and third paragraphs following Section 6(d)(xiv) hereto and shall be entitled to limit her opinions to those jurisdictions, qualify her opinion as, and rely on those persons described in the third paragraph following Section 6(d)(xiv) described therein. For the purposes of the opinions presented in this Section 6(e), the term "Subsidiaries" shall include only those subsidiaries that are listed on Schedule V.

(f) The Underwriter shall have received on the First Closing Date an opinion, dated the First Closing Date, of Clifford Chance US LLP, counsel for the Underwriter, as to the matters referred to in clauses (iii) (with respect to the second and third clauses only), (iv) (with respect to "Description of Shares" only), (v) and (x) of Section 6(d) and in addition, Clifford Chance US LLP shall make statements similar to those contained in the second and third paragraphs following Section 6(d)(xiii) hereto (with respect to Federal, New York, Delaware and Maryland laws only) and shall be entitled to rely on those persons described in the third paragraph following Section 6(d)(xiii) described therein.

(g) The Underwriter shall have received, on each of the date hereof and the First Closing Date, a letter dated the date hereof or the First Closing Date, as the case may be, in form and substance satisfactory to the Underwriter (and its counsel), from PricewaterhouseCoopers LLP, independent public accountants, confirming that they are independent public accountants with respect to the Company and the Subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder and with respect to the financial and other statistical and numerical information contained in the Registration Statement and containing the information and statements of the type ordinarily included in accountants' "comfort letters" to the

Underwriter with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus.

At the First Closing Date, PricewaterhouseCoopers LLP shall have furnished to the Underwriter a letter, dated the date of its delivery, which shall confirm, on the basis of a review in accordance with the procedures set forth in the letter from it, that nothing has come to its attention during the period from the date of the letter referred to in the prior sentence to a date (specified in the letter) not more than five days prior to the First Closing Date which would require any change in its letter dated the date hereof if it were required to be dated and delivered at the First Closing Date as the case may be.

References to the Registration Statement and the Prospectus in this paragraph (g) with respect to either letter referred to above shall include any amendment or supplement thereto at the date of such letter.

(h) The Underwriter shall have received, on each of the date hereof and the First Closing Date, a letter dated the date hereof or the First Closing Date, as the case may be, in form and substance satisfactory to the Underwriter (and its counsel), from Ernst & Young LLP, independent public accountants, confirming that they are independent public accountants with respect to the Company and the Subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder and with respect to the financial and other statistical and numerical information contained in the Registration Statement relating to TRC Pinnacle Towers, L.L.C. and containing the information and statements of the type ordinarily included in accountants' "comfort letters" to the Underwriter with respect to the financial statements and certain financial information contained in the Registration Statement and the Prospectus relating to TRC Pinnacle Towers, L.L.C.

At the First Closing Date, Ernst & Young LLP shall have furnished to the Underwriter a letter, dated the date of its delivery, which shall confirm, on the basis of a review in accordance with the procedures set forth in the letter from it, that nothing has come to its attention during the period from the date of the letter referred to in the prior sentence to a date (specified in the letter) not more than five days prior to the First Closing Date which would require any change in its letter dated the date hereof if it were required to be dated and delivered at the First Closing Date as the case may be.

References to the Registration Statement and the Prospectus in this paragraph (h) with respect to either letter referred to above shall include any amendment or supplement thereto at the date of such letter.

(i) The Company and the Subsidiaries shall not have failed on or prior to the First Closing Date to perform or comply with any of the agreements herein contained and required to be performed or complied with by the Company on or prior to the First Closing Date.

(j) The Underwriter shall have received a certificate, dated the First Closing Date, of Clay W. Hamlin, III and Roger A. Waesche, Jr., solely in their capacities as Chief Executive Officer and Chief Financial Officer of the Company to the effect that:

(i) All the representations and warranties of the Company in this Agreement shall be true and correct, in all material respects, on the First Closing Date with the same force and effect as if made on and as of the First Closing Date. The Company has

complied with all agreements and all conditions on its part to be performed or satisfied hereunder at or prior to the First Closing Date.

(ii) The Registration Statement, and any Rule 462(b) Registration Statement, have become effective under the Act; the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by such Rule and prior to the time the Prospectus was distributed to the Underwriter; no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and no order directed at any document incorporated by reference in the Registration Statement or the Prospectus or any amendment or supplement thereto has been issued, and no proceedings for that purpose have been instituted or are pending before, or threatened or, to the best of the Company's knowledge, after due inquiry, are contemplated by the Commission; no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto and no order directed at any document incorporated by reference in the Registration Statement or the Prospectus or any amendment or supplement thereto has been issued, and no proceedings for that purpose have been instituted or are pending before, or threatened or, to the best of the Company's knowledge, after due inquiry, are contemplated by the state securities authority of any jurisdiction; and

(iii) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus other than as set forth in or contemplated by the Registration Statement and the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement) and prior to the First Closing Date, except for changes of a general nature applicable to all real estate investment trusts investing in commercial office properties, (i) there has not occurred any material adverse change or, to the best knowledge of such persons, any development involving a prospective material adverse change in the condition, financial or otherwise, or the results of operations, business, prospects, management or operations of the Company and the Subsidiaries, taken as a whole, (ii) there has been no casualty loss or condemnation or other adverse event with respect to any of the properties which would be material to the Company and the Subsidiaries, taken as a whole, (iii) there has not been any material adverse change or any development involving a prospective material adverse change in the capitalization, long-term or short-term debt or in the shares of beneficial interest or equity of the Company or any of the Subsidiaries, (iv) except as described in the Prospectus, neither the Company nor any of the Subsidiaries has incurred any material liability or obligation, direct or contingent, which would be material, nor have they entered into any transactions, other than pursuant to this Agreement and the transactions referred to herein or as contemplated in the Prospectus, which would be material, to the Company and its Subsidiaries taken as a whole, and (v) except for regular quarterly distributions on the Offered Securities and other securities issued by the Company, the Company has not paid or declared and will not pay or declare any dividends or other distributions of any kind on any class of its shares of beneficial interest except in the ordinary course of business consistent with such practice.

(k) On or before the First Closing Date, the Underwriter and counsel for the Underwriter shall have received such further certificates, letters, documents, opinions or other information as they may have reasonably requested from the Company for the purpose of enabling them to pass upon the issuance and sale of the Offered Securities, as herein contemplated and related proceedings, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all

proceedings taken by the Company in connection with the issuance and sale of the Offered Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Underwriter and counsel for the Underwriter.

(l) The Offered Securities shall have been approved for listing on the NYSE, subject to official notice of issuance.

(m) At the Closing Date, the Underwriter shall have received a letter agreement from certain of the trustees and executive officers of the Company, as listed on Schedule VI hereto, substantially in the form attached hereto as Exhibit A.

The obligation of the Underwriter to purchase and pay for any Optional Securities shall be subject, in their discretion, to each of the foregoing conditions to purchase the Firm Securities (except that all references to the Firm Securities and the First Closing Date shall be deemed to refer to such Optional Securities and the related Optional Closing Date, respectively), including, without limitation:

(a) A certificate, dated such Optional Closing Date, of the President or a Vice President and the chief financial or chief accounting officers of the Company confirming that the certificates delivered at the First Closing Date pursuant to Section 6 hereof remain true and correct in all material respects as of such Optional Closing Date.

(b) An opinion of Morgan, Lewis & Bockius LLP in form and substance satisfactory to the Underwriter and its counsel, dated such Optional Closing Date, relating to the Optional Securities to be purchased on such Optional Closing Date and otherwise to the same effect as the opinion required by Section 6(d) hereof.

(c) An opinion of Karen M .Singer, Esq. in form and substance reasonably satisfactory to the Underwriter and its counsel, dated such Optional Closing Date, relating to the Optional Securities to be purchased on such Optional Closing Date and otherwise to the same effect as the opinion required by Section 6(e) hereof.

(d) An opinion of Clifford Chance US LLP, counsel for the Underwriter, dated such Optional Closing Date, relating to the Optional Securities to be purchased on such Optional Closing Date and otherwise to the same effect as the opinion required by Section 6(f) hereof.

(e) A letter from PricewaterhouseCoopers LLP, in form and substance satisfactory to the Underwriter and its counsel and dated such Optional Closing

Date, substantially the same in form and substance as the letter furnished to the Underwriter pursuant to Section 6(g) hereof, dated not more than five (5) days prior to such Optional Closing Date.

(f) A letter from Ernst & Young LLP, in form and substance satisfactory to the Underwriter and its counsel and dated such Optional Closing Date, substantially the same in form and substance as the letter furnished to the Underwriter pursuant to Section 6(h) hereof, dated not more than five (5) days prior to such Optional Closing Date.

7. *Indemnification and Contribution*. (a) The Company and the Operating Partnership will jointly and severally indemnify and hold harmless the Underwriter, its partners, directors and officers and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Act, against any losses, claims, damages or liabilities, joint or several, to which the Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact

contained in any preliminary prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented or any other prospectus relating to the Offered Securities, or any amendment or supplement thereto (including the information deemed to be a part of the Registration Statement pursuant to Rule 434 under the Act, if applicable), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any preliminary prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented or any other prospectus relating to the Offered Securities or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Underwriter for use therein, it being understood and agreed that the only such information furnished by the Underwriter consists of the information described as such in subsection (b) below by the Underwriter expressly for use in the Prospectus as amended or supplemented relating to such Offered Securities; and provided, further, that this indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of the Underwriter from whom the person asserting any such losses, claims, damages or liabilities purchased Offered Securities, if a copy of the Prospectus as amended or supplemented relating to the Offered Securities (excluding documents incorporated or deemed to be incorporated by reference therein) was not sent or given by or on behalf of the Underwriter to such person, if such is required by the Act or the rules and regulations of the Commission thereunder, at or prior to the written confirmation of the sale of such Offered Securities to such person and if the Prospectus as amended or supplemented relating to the Offered Securities would have corrected the defect giving rise to such loss, claim, damage or liability, except that this proviso shall not be applicable if such defect shall have been corrected in a document which is incorporated or deemed to be incorporated by reference in the Prospectus as amended or supplemented relating to the Offered Securities.

(b) Underwriter will indemnify and hold harmless the Company, its directors and officers and each person, if any who controls the Company within the meaning of Section 15 of the Act, against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented or any other prospectus relating to the Offered Securities, or any amendment or supplement thereto (including the information deemed to be a part of the Registration Statement pursuant to Rule 434 under the Act, if applicable), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any preliminary prospectus, any preliminary prospectus supplement, the Registration Statement, the Prospectus as amended or supplemented or any other prospectus relating to the Offered Securities or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Underwriter expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as to which the Company shall be entitled to indemnification under this subsection (b) as such expenses are incurred, it being understood and agreed that the only such information furnished by the Underwriter consists of the following information in the Prospectus furnished by the Underwriter: the information in the tenth and eleventh paragraphs under the caption “Underwriting.”

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under subsection (a) or (b) above, except to the extent such omission so to notify the indemnifying party materially prejudices the indemnifying party. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel (unless separate counsel is required due to conflict of interest) or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromises or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter on the other from the offering of the Offered Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions from such offering received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriter on the other and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with

investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), the Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which the Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Company and the Operating Partnership under this Section 7 shall be in addition to any liability which the Company and the Operating Partnership may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Underwriter within the meaning of the Act; and the obligations of the Underwriter under this Section 7 shall be in addition to any liability which the Underwriter may otherwise have and shall extend, upon the same terms and conditions, to each officer of the Company who signed the Registration Statement, trustee of the Company and to each person, if any, who controls the Company within the meaning of the Act.

8. [Intentionally left blank.]

9. *Survival of Certain Representations and Obligations.* The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the Underwriter set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriter, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If for any reason the purchase of the Offered Securities by the Underwriter is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Company and the Underwriter pursuant to Section 7 shall remain in effect, and if any Offered Securities have been purchased hereunder the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect. If the purchase of the Offered Securities by the Underwriter is not consummated for any reason other than solely because of the occurrence of any event specified in clause (iii), (iv) or (v) of Section 6(c), the Company will reimburse the Underwriter for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities.

10. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriter, will be mailed, delivered or telegraphed and confirmed to Credit Suisse First Boston Corporation, Eleven Madison Avenue, New York, NY 10010-3629, with a copy to Clifford Chance US LLP, 200 Park Avenue, New York, NY, 10166, Attention: Larry P. Medvinsky, or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at Corporate Office Properties Trust, 8815 Centre Park Drive, Suite 400, Columbia, MD 21045, Attention: Karen Singer, with a copy to Morgan, Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103-2921, Attention: Richard A. Silfen; provided, however, that any notice to the Underwriter pursuant to Section 7 will be mailed, delivered or telegraphed and confirmed to the Underwriter.

11. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 7, and no other person will have any right or obligation hereunder.

12. [Intentionally Left Blank.]

13. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

14. ***Applicable Law.*** **This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws.**

The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

If the foregoing is in accordance with the Underwriter's understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the Underwriter in accordance with its terms.

Very truly yours,

CORPORATE OFFICE PROPERTIES TRUST

By: /s/ ROGER A. WAESCHE, JR.
Name: Roger A. Waesche, Jr.
Title: Executive Vice President

CORPORATE OFFICE PROPERTIES, L.P.

By: CORPORATE OFFICE PROPERTIES TRUST,
its sole general partner

By: /s/ ROGER A. WAESCHE, JR.
Name: Roger A. Waesche, Jr.
Title: Executive Vice President

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

CREDIT SUISSE FIRST BOSTON LLC

By: /s/ ERIC A. ANDERSON
Name: Eric A. Anderson
Title: Managing Director

SCHEDULE II

SUBSIDIARIES

Name	Jurisdiction of Incorporation/Formation	Foreign Qualification
Limited & General Partnerships		
Blue Bell Investment Company, L.P.	Delaware	PA
Corporate Office Properties, L.P.	Delaware	MD, NJ, PA
Corporate Gateway General Partnership	Pennsylvania	
Comcourt Investors, L.P.	Delaware	PA
COPT Gateway, L.P.	Pennsylvania	
COPT Pennlyn, L.P.	Pennsylvania	
Gateway Central Limited Partnership	Pennsylvania	
South Brunswick Investors, L.P.	Delaware	NJ
6385 Flank Drive, L.P.	Pennsylvania	
Corporations		
Corporate Office Management, Inc.	Maryland	NJ, DE, VA, PA
Corporate Office Properties Holdings, Inc.	Delaware	PA, NJ
COPT Acquisitions, Inc.	Delaware	PA, NJ, MD
Limited Liability Companies		
11800 Tech Road LLC	Delaware	MD
2500 Riva Trust	Maryland	
67 Financing LLC	Maryland	
6711 Gateway Funding, LLC	Maryland	
6731 Gateway, LLC	Maryland	
68 Culver, LLC	New Jersey	
7000 Honeys, LLC	Maryland	
7200 Riverwood, LLC	Maryland	
7240 Parkway Drive Enterprises, LLC	Maryland	
7318 Parkway Drive Enterprises, LLC	Maryland	
7320 Parkway Drive Enterprises, LLC	Maryland	
7321 Parkway Drive Enterprises, LLC	Maryland	
8681 Robert Fulton Drive LLC	Maryland	
9690 Deereco Road, LLC	Maryland	
Airport Square Holdings I, LLC	Delaware	MD
Airport Square Holdings VI and VII, LLC	Delaware	MD
Airport Square II, LLC	Maryland	
Airport Square IV, LLC	Maryland	
Airport Square Partners, LLC	Maryland	
Airport Square Storms, LLC	Maryland	
Airport Square V, LLC	Maryland	
Airport Square X, LLC	Maryland	
Airport Square XI, LLC	Maryland	
Airport Square XIII, LLC	Maryland	

Name	Jurisdiction of Incorporation/Formation	Foreign Qualification
Airport Square XIV, LLC	Maryland	
Airport Square XIX, LLC	Maryland	
Airport Square XV, LLC	Maryland	
Airport Square XX Parking, LLC	Maryland	
Airport Square XX, LLC	Maryland	
Airport Square XXI, LLC	Maryland	
Airport Square, LLC	Maryland	
Atrium Building, LLC	Maryland	
Bolivar Associates, LLC	Pennsylvania	
Brown's Wharf, LLC	Maryland	
Commons Office Research, LLC	Maryland	
Concourse 1304, LLC	Maryland	
COPT Chantilly II, LLC	Virginia	
COPT Chantilly LLC	Virginia	
COPT Concourse, LLC	Delaware	
COPT Gate 63, LLC	Maryland	
COPT Gate 6700-6708-6724, LLC	Maryland	
COPT Gateway, LLC	Maryland	
COPT Greens I, LLC	Virginia	

COPT Greens II, LLC	Virginia	
COPT Greens III, LLC	Virginia	
COPT Montpelier, LLC	Maryland	
COPT Park Meadow, LLC	Virginia	
COPT Princeton South, LLC	New Jersey	
COPT Ridgeview I, LLC	Virginia	
COPT Ridgeview II & III, LLC	Virginia	
COPT Stonecroft, LLC	Virginia	
COPT Sunrise, LLC	Virginia	
COPT T-11, LLC	Maryland	
COPT Waterview III, LLC	Virginia	
COPT Waterview, I LLC	Virginia	
Cornucopia Holdings II, LLC	Maryland	
Cornucopia Holdings, LLC	Maryland	
Corporate Cooling & Controls, LLC	Maryland	
Corporate Development Services, LLC	Maryland	
Corporate Gatespring II, LLC	Maryland	
Corporate Gatespring, LLC	Maryland	
Corporate Management Services, LLC	Maryland	
Corporate Office Services, LLC	Maryland	
Corporate Paragon, LLC	Maryland	
Corporate Property, LLC	Maryland	
Corporate Realty Advisors, LLC	Maryland	
Corporate Realty Management, LLC	Delaware	DC, VA, DE, PA, NJ
Crown Point, L.L.C.	Delaware	MD

Name	Jurisdiction of Incorporation/Formation	Foreign Qualification
Cuaba Associates, LLC	New Jersey	
Delaware Airport III, LLC	Delaware	MD
Delaware Airport IX, LLC	Delaware	MD
Delaware Airport VIII, LLC	Delaware	MD
Fifth Exploration, L.L.C.	Maryland	
Fourth Exploration, L.L.C.	Maryland	
Gateway 44, LLC	Maryland	
Gateway 67, LLC	Maryland	
Gateway 70, LLC	Maryland	
Great Mills I, L.L.C.	Delaware	
Great Mills IV, L.L.C.	Delaware	MD
Great Mills V, L.L.C.	Delaware	MD
Honeyland 108, LLC	Maryland	
Jolly COPT I, LLC	Maryland	
Jolly COPT II, LLC	Maryland	
Lakeview at Greens, LLC	Maryland	
MOR Forbes 2, LLC	Maryland	
MOR Forbes, LLC	Maryland	
MOR Montpelier 3, LLC	Maryland	
NBP 131-133-141, LLC	Maryland	
NBP 132, LLC	Maryland	
NBP 134, LLC	Maryland	
NBP 135, LLC	Maryland	
NBP 140 Holdings, LLC	Maryland	
NBP 140,LLC	Maryland	
NBP 191, LLC	Maryland	
NBP 201 Holdings, LLC	Maryland	
NBP 201, LLC	Maryland	
NBP 211 Holdings, LLC	Maryland	
NBP 211, LLC	Maryland	
NBP 220 Holdings, LLC	Maryland	
NBP 220, LLC	Maryland	
NBP 221, LLC	Maryland	
NBP 302, LLC	Maryland	
NBP 304, LLC	Maryland	
NBP 306, LLC	Maryland	
NBP 318, LLC	Maryland	
NBP 320, LLC	Maryland	
NBP 322, LLC	Maryland	
NBP Huff & Puff, LLC	Maryland	
NBP Lot 3-A, LLC	Maryland	
NBP One, LLC	Maryland	
NBP Retail, LLC	Maryland	
Princeton Executive, LLC	New Jersey	

Name	Jurisdiction of Incorporation/Formation	Foreign Qualification
Red Cedar Building, LLC	Maryland	

RIVA Trustee, LLC	Maryland	
Route 46 Partners, LLC	New Jersey	
Sterling York, LLC	Delaware	MD
Tech Park I, LLC	Maryland	
Tech Park II, LLC	Maryland	
Tech Park IV, LLC	Maryland	

SCHEDULE III

MATERIAL DOCUMENTS

Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated December 7, 1999 (filed with the Company's Annual Report on Form 10-K on March 16, 2000).

First Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated December 21, 1999 (filed with the Company's Annual Report on Form 10-K on March 16, 2000).

Second Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated December 21, 1999 (filed with the Company's Post Effective Amendment No. 2 to Form S-3, dated November 1, 2000 (Registration Statement No. 333-71807)).

Third Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated September 29, 2000 (filed with the Company's Post Effective Amendment No. 2 to Form S-3, dated November 1, 2000 (Registration Statement No. 333-71807)).

Fourth Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated November 27, 2000 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Fifth Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated January 25, 2001 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Sixth Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated April 3, 2001 (filed with the Company's Current Report on Form 8-K, dated March 30, 2001).

Seventh Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated August 30, 2001 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Eighth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated September 14, 2001 (filed with the Company's Current Report on Form 8-K dated September 6, 2001).

Ninth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated October 6, 2001 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Tenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated December 29, 2001 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Eleventh Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated December 15, 2002 (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Twelfth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated as of June 2, 2003.

Thirteenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated as of August 11, 2003 (filed with the Company's Quarterly Report on Form 10-Q on November 12, 2003).

Fourteenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated as of December 18, 2003 (filed with the Company's Annual Report on Form 10-K on March 11, 2004).

Fifteenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated as of January 31, 2004 (filed with the Company's Annual Report on Form 10-K on March 11, 2004).

Sixteenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated April 15, 2004 (filed with the Company's Form 10-Q on May 7, 2004).

Seventeenth Amendment to Second Amended and Restated Limited Partnership Agreement of Operating Partnership, dated September 23, 2004.

Amended and Restated Registration Rights Agreement, dated March 16, 1998, for the benefit of certain shareholders of the Company (filed with the Company's Quarterly Report on Form 10-Q on August 12, 1998).

Registration Rights Agreement, dated September 28, 1998, for the benefit of certain shareholders of the Company.

Registration Rights Agreement, dated January 25, 2001, for the benefit of Barony Limited Trust (filed with the Company's Annual Report on Form 10-K on March 22, 2001).

Promissory Note dated October 22, 1998, in the amount of $85,000,000 made by the Operating Partnership in favor of Teachers Insurance and Annuity Association of America (filed with the Company's Quarterly Report on Form 10-Q on November 13, 1998).

Indemnity Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated October 22, 1998, by affiliates of the Operating Partnership for the benefit of Teachers Insurance and Annuity Association of America (filed with the Company's Quarterly Report on Form 10-Q on November 13, 1998).

Promissory Note, dated September 30, 1999, between Teachers Insurance and Annuity Association of America and the Operating Partnership (filed with the Company's Quarterly Report on Form 10-Q on November 8, 1999).

Indemnity Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated September 30, 1999, by affiliates of the Operating Partnership for the benefit of Teachers Insurance and Annuity Association of America (filed with the Company's Quarterly Report on Form 10-Q on November 8, 1999).

Lease Agreement between Blue Bell Investment Company, L.P. and Unisys Corporation dated March 12, 1997 with respect to lot A (filed with the Registrant's Registration Statement on Form S-4 (Commission File No. 333-45649)).

Lease Agreement between Blue Bell Investment Company, L.P. and Unisys Corporation, dated March 12, 1997, with respect to lot B (filed with the Registrant's Registration Statement on Form S-4 (Commission File No. 333-45649)).

Lease Agreement between Blue Bell Investment Company, L.P. and Unisys Corporation, dated March 12, 1997, with respect to lot C (filed with the Registrant's Registration Statement on Form S-4 (Commission File No. 333-45649)).

Option Agreement, dated March 1998, between the Operating Partnership and Blue Bell Land, L.P. (filed with the Company's Annual Report on Form 10-K on March 16, 2000).

Option Agreement, dated March 1998, between the Operating Partnership and Comcourt Land, L.P. (filed with the Company's Annual Report on Form 10-K on March 16, 2000).

Indemnity Deed of Trust Note, dated January 24, 2003, by Corporate Office Properties, LP for the benefit of Jolly Knolls, LLC (filed with the Company's Annual Report on Form 10-K on March 27, 2003).

Amended and Restated Deed of Lease by and between COPT Waterview I, LLC and VeriSign, Inc. dated June 2, 2003.

Loan Agreement, dated June 16, 2003, in the amount of $50,500,000 among COPT Waterview I, LLC ("Borrower"), the Company and Operating Partnership ("Guarantors") and Manufacturers and Traders Trust Company ("Agent").

Deed of Trust, Assignment and Security Agreement, dated June 16, 2003, by COPT Waterview I, LLC for the benefit of Manufacturers and Traders Trust Company.

Promissory Note, dated June 16, 2003, for the amount of $50,500,000 by COPT Waterview I, LLC in favor of Manufacturers and Traders Trust Company.

Credit Agreement, dated as of March 10, 2004 among the Company, the Operating Partnership, Wachovia Bank, National Association, Wachovia Capital Markets, LLC, Keybank National Association, Fleet National Bank and Manufacturers and Traders Trust Company (filed with the Company's Current Report on Form 8-K, dated April 13, 2004).

Promissory Note, dated August 27, 2004, for the amount of $115,000,000 among COPT Waterview I, LLC, COPT Greens II, LLC and COPT Greens III, LLC ("Borrowers") and Teachers Insurance & Annuity Association of America ("Lender").

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement from COPT Waterview I, LLC, COPT Greens II, LLC and COPT Greens III, LLC ("Grantors") to Stanley J. Wrobel and Pamela V. Rothenberg ("Trustees") for the benefit of Teachers Insurance and Annuity Association of America ("Lender"), dated August 27, 2004.

Guaranty of Borrower's Recourse Liabilities, dated August 27, 2004 by the Operating Partnership for the benefit of Teachers Insurance and Annuity Association of America.

SCHEDULE IV

SUBSIDIARIES - - MLB OPINION

Corporate Development Services, LLC
Corporate Office Management, Inc.
Corporate Realty Management, LLC
Corporate Office Properties, L.P.

SCHEDULE V

SUBSIDIARIES – GENERAL COUNSEL OPINION

Airport Square II, LLC
Airport Square XX, LLC
Blue Bell Investment Company, L.P.
Corporate Cooling & Controls, LLC
Corporate Gatespring, LLC
NBP One, LLC
NBP 131-133-141, LLC
NBP 135, LLC
7200 Riverwood, LLC
South Brunswick Investors, L.P.

SCHEDULE VI

LIST OF TRUSTEES AND OFFICERS SUBJECT TO LOCK-UP PROVISIONS

Clay W. Hamlin, III

Jay H. Shidler

Robert L. Denton

Betsy Z. Cohen

Randall M. Griffin

Michael D. Kaiser

Karen M. Singer

Dwight S. Taylor

Kenneth S. Sweet, Jr.

Steven D. Kesler

Thomas F. Brady

Kenneth D. Wethe

Roger A. Waesche, Jr.

EXHIBIT A

FORM OF LOCK-UP AGREEMENT

September , 2004

CREDIT SUISSE FIRST BOSTON LLC,
Eleven Madison Avenue,
New York, N.Y. 10010-3629

Dear Sirs:

As an inducement to the Underwriter named above to execute the Underwriting Agreement, pursuant to which an offering will be made that is intended to result in an orderly market for common shares of beneficial interest (the "Securities") of Corporate Office Properties Trust, and any successor (by merger or otherwise) thereto, (the "Company"), the undersigned hereby agrees that from the date hereof and until 60 days after the public offering date set forth on the final prospectus used to sell the Securities (the "Public Offering Date") pursuant to the Underwriting Agreement, to which you are or expect to become parties, the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Securities or securities convertible into or exchangeable or exercisable for any shares of Securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such aforementioned transaction is to be settled by delivery of the Securities or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of the Representative. In addition, the undersigned agrees that, without the prior written consent of the Representative, it will not, during the period commencing on the date hereof and ending 60 days after the Public Offering Date, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities.

Any Securities received upon exercise of options granted to the undersigned will also be subject to this Agreement. Any Securities acquired by the undersigned in the open market will not be subject to this Agreement. A transfer of Securities to a family member or trust may be made, provided the transferee agrees to be bound in writing by the terms of this Agreement.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Agreement.

This Agreement shall lapse and become null and void if the Public Offering Date shall not have occurred on or before September , 2004.

This Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

Very truly yours,

SEVENTEENTH AMENDMENT
TO
SECOND AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
CORPORATE OFFICE PROPERTIES, L.P.

THIS SEVENTEENTH AMENDMENT (the "Amendment") to the Second Amended and Restated Limited Partnership Agreement of Corporate Office Properties, L.P., a Delaware limited partnership (the "Partnership") is made and entered into as of September 23, 2004, by and among the undersigned parties.

Recitals

A. The Partnership is a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act and governed by that certain Second Amended and Restated Limited Partnership Agreement dated as of December 7, 1999, as amended to the date hereof (as amended, the "Partnership Agreement").

B. The sole general partner of the Partnership is Corporate Office Properties Trust, a real estate investment trust formed under the laws of the State of Maryland (the "General Partner").

C. The Partnership and the General Partner have entered into a certain Contribution Agreement (the "Contribution Agreement") dated as of August 26, 2004 with The Rubenstein Company, L.P., a Delaware limited partnership ("TRCLP").

D. The following assignments and other transactions were effected prior to closing under the Contribution Agreement: (1) pursuant to a certain Assignment, Distribution and Assumption Agreement dated as of September 23, 2004, TRCLP has assigned, transferred and distributed to TRC Associates Limited Partnership, a Delaware limited partnership ("TRCALP"), and TRCALP has assumed and accepted from TRCLP, all of TRCLP's membership interest as sole member of TRC Pinnacle Towers, L.L.C., a Virginia limited liability company (the "Company"), and TRCALP has thereupon become (and has been admitted as) the sole member and the managing member of the Company in place of TRCLP; and (2) pursuant to a certain Assignment and Assumption Agreement dated as of September 23, 2004, TRCLP has assigned and delegated to TRCALP, and TRCALP has assumed and accepted from TRCLP, all of TRCLP's rights and obligations in, to and under the Contribution Agreement, and TRCALP has thereupon succeeded to and is deemed to be the "Contributor" under the Contribution Agreement for all purposes thereof.

E. As contemplated by Section 2.1 of the Contribution Agreement, TRCALP intends to transfer all of the issued and outstanding membership interests in the Company (the "Contributed Interests"), to the Partnership in exchange for partnership interests in the Partnership having designations, rights and preferences as set forth herein (the "Series I Preferred Units").

F. The parties desire to amend the Partnership Agreement to provide for the contribution of the Contributed Interests by TRCALP to the Partnership in exchange for the Series I Preferred Units in accordance with Section 2.2 of the Contribution Agreement.

G. The parties signatory to this Seventeenth Amendment, other than the General Partner, are referred to herein as the "Series I Preferred Unit Recipients". Pursuant to the Contribution Agreement, the Series I Preferred Units are to be issued to the Series I Preferred Unit Recipients.

Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meanings as set forth in the Partnership Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual premises set forth herein, the parties hereto, intending to be legally bound hereby, hereby amend the Partnership Agreement as follows, effective as of the date set forth above:

1. The foregoing recitals to this Amendment are hereby incorporated in and made a part of this Amendment.

2. Upon closing of the transactions contemplated by the Contribution Agreement, TRCALP shall contribute the Contributed Interests to the Partnership.

3. Upon the contribution of the Contributed Interests to the Partnership by TRCALP, and in accordance with Section 2.2 of the Contribution Agreement, the Partnership shall issue 352,000 Series I Preferred Units, which Series I Preferred Units shall constitute Senior Preferred Units, to TRCALP.

4. The Series I Preferred Units shall have the following terms and other characteristics: (1) an issuance value of $25.00 per unit; (2) a liquidation preference of $25.00 per unit plus all accrued and unpaid distributions thereon (the "Liquidation Preference") (in determining the Liquidation Preference, unpaid distributions shall accrue and be compounded on a quarterly basis); and (3) an annual cumulative preferred return thereon (the "Priority Return Percentage") as described in this Section 4.

4.1. The Priority Return Percentage for the period commencing on the Closing Date (as such term is defined in the Contribution Agreement) and expiring on the day immediately preceding the fifteenth (15th) anniversary of the Closing Date shall be 7.50% per year (i.e., $1.875 per unit per year).

4.2. The Priority Return Percentage for the period commencing on the fifteenth (15th) anniversary of the Closing Date and expiring on the day immediately preceding the twentieth (20th) anniversary of the Closing Date shall be the greater of (a) the Adjusted Treasury Yield (as defined below) as of the fifteenth (15th) anniversary of the Closing Date and (b) 10.0% per year; provided, in no event will the Priority Return Percentage for such 5-year period exceed 12.0% per year.

4.3. The Priority Return Percentage for the period commencing on the twentieth (20th) anniversary of the Closing Date and expiring on the day immediately preceding the twenty-fifth (25th) anniversary of the Closing Date shall be the greater of (a) the Adjusted Treasury Yield as of such twentieth (20th) anniversary of the Closing Date and (b) 12.0% per year (the "Priority Return Percentage Floor"); provided, in no event will the Priority Return Percentage for such 5-year period exceed 14.0% per year (the "Priority Return Percentage Ceiling").

4.4. The Priority Return Percentage for each 5-year period subsequent to the twenty-fifth (25th) anniversary of the Closing Date shall be the greater of (a) the Adjusted Treasury Yield as of the commencement of such 5-year period and (b) the Priority Return Percentage Floor for the preceding 5-year period plus 200 basis points; provided, in no event will the Priority Return Percentage for such 5-year period exceed the Priority Return Percentage Ceiling for the preceding 5-year period plus 200 basis points.

4.5. The term "Adjusted Treasury Yield" shall mean the Treasury Yield plus 325 basis points.

4.6. The term "Treasury Yield" shall mean the annual percentage yield on 10-year United States Treasury issues which are issued on the date as of which the Adjusted Treasury Yield is to be measured; or, if no such 10-year United States Treasury issues are issued on such date, then the 10-year United States Treasury issues prior to and nearest the date as of which the Adjusted Treasury Yield is to be determined.

5. Each Series I Preferred Unit shall be convertible at any time and from time to time by the holder thereof into common Partnership Units on the basis of 0.50

common Partnership Units for each Series I Preferred Unit so presented for conversion.

6. The then outstanding Series I Preferred Units shall be redeemable by the Operating Partnership, in whole but not in part, at par (i.e., in an amount equal to their Liquidation Preference) by written notice given to the holders of the Series I Preferred Units on the fifteenth (15th) anniversary of the Closing Date or at any time thereafter; provided, Series I Preferred Units for which a Conversion Notice has been given to the General Partner prior to the exercise by the Operating Partnership of such redemption option shall not be redeemable by the Operating Partnership. In no event may the Series I Preferred Units be redeemable by the Operating Partnership prior to the fifteenth (15th) anniversary of the Closing Date. Each holder of a Series I Preferred Unit may, by written notice given to the General Partner within fifteen (15) calendar days after receipt by such holder of notice of the Operating Partnership's exercise of its redemption option under this Section 6, give to the General Partner a Conversion Notice with respect to the Series I Preferred Units held by such Series I Unit Recipient. In such event, the Operating Partnership's exercise of its option to redeem the Series I Preferred Units which is the subject of such Conversion Notice shall then be automatically revoked and such Series I Preferred Units shall then be converted to common Partnership Units in accordance with the terms of the Partnership Agreement, including this Amendment.

7. For purposes of the Partnership Agreement, including the maintenance of Capital Accounts, TRCALP shall be treated as making a Capital Contribution of $8,800,000.

8. The General Partner is hereby amending Exhibit 1 to the Partnership Agreement by adding the Addendum to Exhibit 1 in the form attached hereto to reflect the issuance of the Series I Preferred Units to TRCALP and the General Partner hereby confirms certain rights attendant thereto, including, without limitation, the rights to the Liquidation Preference and the Priority Return Percentage set forth therein, and the right to convert such Preferred Units into Partnership Units at the Conversion Factor set forth therein.

9. To correct any ambiguity with respect thereto contained in the Partnership Agreement, the Partnership Agreement is hereby amended, pursuant to Section 11.1(B) thereof, to reflect, consistent with the definition of Senior Preferred Unit contained in the Partnership Agreement, that without the Consent of each Partner adversely affected thereby, no amendment to the Partnership Agreement may be adopted if such amendment would permit allocations or distributions with respect to Priority Return Amounts or Liquidation Preferences among each class or series of Senior Preferred Units on a basis other than a *pari passu* basis with each other class or series of Senior Preferred Units.

10. This Amendment shall take effect upon the Closing of the transactions contemplated by the Contribution Agreement, including without limitation the contribution of the Contributed Interests to the Partnership by TRCALP, and in the event such Closing does not occur, this Amendment shall be of no force or effect. Upon the Closing of the transactions contemplated by the Contribution Agreement, the General Partner shall cause the names of each Series I Preferred Unit Recipient to be recorded on the books of the Partnership as a Preferred Limited Partner.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the day and year first above written.

GENERAL PARTNER:

CORPORATE OFFICE PROPERTIES TRUST,
a Maryland Real Estate Investment Trust

By: /s/ ROGER A. WAESCHE, JR.
Name: Roger A. Waesche, Jr.
Its: Executive Vice President

SERIES I PREFERRED UNIT RECIPIENTS:

TRC ASSOCIATES LIMITED PARTNERSHIP,
a Delaware limited partnership

By: TRC Realty, Inc. - GP II,
a Pennsylvania corporation,
Its sole general partner

By: /s/ FRANK J. FERRO
Frank J. Ferro
Executive Vice President

Exhibit 1

SCHEDULE OF PARTNERS

General Partner	Common Units of Partnership	Series E Preferred Units	Series F Preferred Units	Series G Preferred Units	Series H Preferred Units	Series I Preferred Units
Corporate Office Properties Trust	32,266,471	1,150,000	1,425,000	2,200,000	2,000,000	
Limited Partners and Preferred Limited Partners						
Jay H. Shidler	452,878					
Shidler Equities, L.P.	2,995,439					
Clay W. Hamlin, III	566,492					
LBCW Limited Partnership	3,041,427					
Robert L. Denton	414,910					

James K. Davis	51,589					
John E. De B. Blockey, Trustee of the John E. de B. Blockey Living Trust dated 9/12/88	300,625					
Frederick K. Ito Trust	29,140					
June Y. I. Ito Trust	29,135					
RP Investments, LLC	200,000					
Denise J. Liszewski	30,333					
Samuel Tang	4,389					
Lawrence J. Taff	13,733					
Kimberly F. Acquino	2,937					
M.O.R. XXIX Associates Limited Partnership	148,381					
M.O.R. 44 Gateway Associates Limited Partnership	1					
John Parsinen	90,000					
M.O.R. Commons Limited Partnership	7					
John Edward De Burgh Blockey and Sandra Juanita Blockey	50,476					
Anthony Muscatello	90,905					
Lynn Hamlin	121,411					
TRC Associates Limited Partnership						352,000
	40,900,679	1,150,000	1,425,000	2,200,000	2,000,000	352,000

Exhibit 1 Addendum

Series Preferred Units	Preferred Limited Partner	No. of Preferred Units	Liquidation Preference Per Preferred Unit	Priority Percentage Return *	Priority	Conversion Factor	Conversion Commencement Date
E	General Partner	1,150,000	$ 25	2.5625%	Senior	None	N/A
F	General Partner	1,425,000	$ 25	10.25%	Senior	None	N/A
G	General Partner	2,200,000	$ 25	8%	Senior	None	N/A
H	General Partner	2,000,000	$ **25	***7.5%	Senior	None	N/A
I	TRC Associates Limited Partnership	352,000			Senior	.05/1	September 23, 2004

* Priority Return Percentage is expressed as a percentage of the Liquidation Preference per Distribution Period. *See* the Agreement for the definitions of "Priority Return Percentage," "Liquidation Preference" and "Distribution Period."

** Liquidation Preference Per Series I Preferred Unit shall equal $25.00 plus all accrued and unpaid distributions thereon. In determining the Liquidation Preference, unpaid distributions shall accrue and be compounded on a quarterly basis.

*** Priority Return Percentage for the Series I Preferred Units shall be governed by Section 4 of the Seventeenth Amendment. The Distribution Period for the Series I Preferred Units shall be each calendar quarter ending March 31, June 30, September 30 and December 31, of each year.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" and to the use of our report dated September 9, 2004, with respect to the statement of revenue and certain expenses of TRC Pinnacle Towers, L.L.C. for the year ended December 31, 2003 included in Corporate Office Properties Trust's Current Report on Form 8-K dated April 15, 2004 and filed on September 22, 2004 incorporated by reference in the Registration Statement (Form S-3 No. 333-108785) and related Prospectus of Corporate Office Properties Trust for the sale of 2,000,000 shares of its common shares of beneficial interest.

/s/ Ernst & Young LLP
Philadelphia, Pennsylvania
September 21, 2004