

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE TO**

(Rule 13e-4)

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**CORPORATE OFFICE PROPERTIES TRUST**

(Name of Subject Company (Issuer) and Filing Person (Offeror))

**3.50% Exchangeable Senior Notes due 2026 of Corporate Office Properties, L.P.**  
**(Guaranteed on a senior unsecured basis by Corporate Office Properties Trust)**  
(Title of Class of Securities)

**22003BAA4**

(CUSIP Number of Class of Securities)

**Randall M. Griffin**  
**Chief Executive Officer**  
**Corporate Office Properties Trust**  
**6711 Columbia Gateway Drive, Suite 300**  
**Columbia, MD 21046**  
**(443) 285-5400**

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing person)

Copy to:

**Justin W. Chairman, Esq.**  
**Morgan, Lewis, & Bockius LLP**  
**1701 Market Street**  
**Philadelphia, PA 19103**  
**(215) 963-5000**

**CALCULATION OF FILING FEE**

**Transaction valuation\***

\$162,500,000

**Amount of filing fee\*\***

\$18,866.25

\* Estimated for purposes of calculating the filing fee only. The purchase price of the 3.50% Exchangeable Senior Notes due 2026 of Corporate Office Properties, L.P. (the "Notes"), which are guaranteed by Corporate Office Properties Trust, is equal to 100% of the principal amount of those Notes, excluding accrued and unpaid interest and certain other amounts, if any. As of August 16, 2011, the aggregate principal amount of Notes outstanding was \$162,500,000, resulting in an aggregate maximum purchase price of \$162,500,000, excluding accrued and unpaid interest and certain other amounts, if any.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, equals \$116.10 per \$1,000,000 of transaction valuation. The transaction valuation set forth above was calculated for the sole purpose of determining the filing fee, and should not be used or relied upon for any other purpose.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable.  
Form or Registration No.: Not applicable.  
Filing party: Not applicable.  
Date filed: Not applicable.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third party tender offer subject to Rule 14d-1.  
 issuer tender offer subject to Rule 13e-4.  
 going-private transaction subject to Rule 13e-3.  
 amendment to Schedule 13D under Rule 13d-2.

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## INTRODUCTORY STATEMENT

As required by, pursuant to the terms of and subject to the conditions set forth in the indenture, dated as of September 18, 2006 (the "Indenture"), among Corporate Office Properties, L.P., as Issuer (the "Company"), Corporate Office Properties Trust, as Guarantor (the "Guarantor"), and Wells Fargo Bank, National Association, as trustee and paying agent (the "Trustee" or "Paying Agent"), for the Company's 3.50% Exchangeable Senior Notes due 2026 (the "Notes"), this Tender Offer Statement on Schedule TO ("Schedule TO") is filed with respect to the right of each holder (the "Holder") of the Notes to sell and the obligation of the Company to repurchase the Notes as set forth in the Put Right Notice for the 3.50% Exchangeable Senior Notes due 2026, dated August 16, 2011 (the "Put Right Notice"), and the related notice materials filed as exhibits to this Schedule TO (which Put Right Notice and related notice materials, as amended or supplemented from time to time, collectively constitute the "Put Option").

This Schedule TO is intended to satisfy the disclosure requirements of Rules 13e-4(c)(2) and 13e-4(d)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Schedule TO is being filed by the Guarantor. The Company is not a registrant under the Exchange Act.

### Items 1 through 9.

The Company is the issuer of the Notes and is obligated to repurchase all or any portion of the Notes if validly surrendered by the Holders under the terms and subject to the conditions set forth in the Put Option. The Guarantor has guaranteed the obligations of the Company under the Indenture. The Notes are exchangeable into cash (up to the principal amount of the notes) and, with respect to any excess exchange value, may be exchangeable into (at the Company's option) cash, common shares of beneficial interest, \$0.001 par value per share, of the Guarantor ("common shares") or a combination of cash and common shares of the Guarantor, if any, subject to the terms, conditions and adjustments specified in the Indenture and the Notes. The Company and the Guarantor maintain their principal executive offices at 6711 Columbia Gateway Drive, Suite 300, Columbia, MD 21046 and the telephone number there is (443) 285-5400. As permitted by General Instruction F to Schedule TO, all of the information set forth in the Put Option is incorporated by reference into this Schedule TO.

### Item 10. Financial Statements.

(a) Pursuant to Instruction 2 to Item 10 of Schedule TO, neither the Company's nor the Guarantor's financial condition is material to a Holder's decision whether to surrender the Notes to the Company because (i) the consideration being paid to Holders surrendering Notes consists solely of cash, (ii) the Put Option is not subject to any financing conditions, (iii) the Put Option applies to all outstanding Notes and (iv) the Guarantor, of which the Company is a subsidiary, is a public reporting company that files reports electronically on EDGAR. The financial condition and results of operations of the Company and its subsidiaries are reported electronically on EDGAR on a consolidated basis.

(b) Not applicable.

### Item 11. Additional Information.

Not applicable.

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(b) Not applicable.

### Item 12. Exhibits.

(a)(1)(A) Put Right Notice for 3.50% Exchangeable Senior Notes due 2026, dated August 16, 2011.

(a)(1)(B) Form W-9.

(b)(1) Second Amended and Restated Credit Agreement, dated October 1, 2007, among Corporate Office Properties, L.P., Corporate Office Properties Trust, KeyBanc Capital Markets, Wachovia Capital Markets, LLC, KeyBank National Association, Wachovia Bank, National Association, Bank of America, N.A., Manufacturers and Traders Trust Company and Citizens Bank of Pennsylvania, incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q of Corporate Office Properties Trust for the quarter ended September 30, 2010.

(d)(1) Indenture, dated as of September 18, 2006, among Corporate Office Properties, L.P., as Issuer, Corporate Office Properties Trust, as Guarantor, and Wells Fargo Bank, National Association, as trustee and paying agent, incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.

(d)(2) 3.50% Exchangeable Senior Note due 2026 of Corporate Office Properties, L.P., incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.

(d)(3) Registration Rights Agreement, dated September 18, 2006, among Corporate Office Properties, L.P., Corporate Office Properties Trust, Banc of America Securities LLC and J.P. Morgan Securities Inc., incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.

(d)(4) Common Stock Delivery Agreement, dated September 18, 2006, among Corporate Office Properties, L.P. and Corporate Office Properties Trust, incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.

### Item 13. Information Required by Schedule 13E-3.

Not applicable.

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## SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule TO is true, complete and correct.

### CORPORATE OFFICE PROPERTIES TRUST

By: /s/ Randall M. Griffin  
Name: Randall M. Griffin  
Title: Chief Executive Officer  
Date: August 16, 2011

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### INDEX TO EXHIBITS

Exhibit 99(a)(1)(A)	Put Right Notice for 3.50% Exchangeable Senior Notes due 2026, dated August 16, 2011.
Exhibit 99(a)(1)(B)	Form W-9.
Exhibit 99(b)(1)	Second Amended and Restated Credit Agreement, dated October 1, 2007, among Corporate Office Properties, L.P., Corporate Office Properties Trust, KeyBanc Capital Markets, Wachovia Capital Markets, LLC, KeyBank National Association, Wachovia Bank, National Association, Bank of America, N.A., Manufacturers and Traders Trust Company and Citizens Bank of Pennsylvania, incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q of Corporate Office Properties Trust for the quarter ended September 30, 2010.
Exhibit 99(d)(1)	Indenture, dated as of September 18, 2006, among Corporate Office Properties, L.P., as Issuer, Corporate Office Properties Trust, as Guarantor, and Wells Fargo Bank, National Association, as trustee and paying agent, incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.
Exhibit 99(d)(2)	3.50% Exchangeable Senior Note due 2026 of Corporate Office Properties, L.P., incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.
Exhibit 99(d)(3)	Registration Rights Agreement, dated September 18, 2006, among Corporate Office Properties, L.P., Corporate Office Properties Trust, Banc of America Securities LLC and J.P. Morgan Securities Inc., incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.
Exhibit 99(d)(4)	Common Stock Delivery Agreement, dated September 18, 2006, among Corporate Office Properties, L.P. and Corporate Office Properties Trust, incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Corporate Office Properties Trust filed with the Securities and Exchange Commission on September 22, 2006.

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**PUT RIGHT NOTICE  
FOR  
3.50% EXCHANGEABLE SENIOR NOTES DUE 2026  
ISSUED BY  
CORPORATE OFFICE PROPERTIES, L.P. AND  
GUARANTEED BY CORPORATE OFFICE PROPERTIES TRUST  
CUSIP NUMBER 22003BAA4**

**NOTICE IS HEREBY GIVEN** pursuant to Section 3.05 of the Indenture, dated as of September 18, 2006 (the "Indenture"), among Corporate Office Properties, L.P., as Issuer ("we" or the "Company"), Corporate Office Properties Trust, as Guarantor (the "Guarantor" or the "Trust"), and Wells Fargo Bank, National Association, as trustee and paying agent (the "Trustee" or "Paying Agent"), that, at the option of each holder ("Holder") of the Company's 3.50% Exchangeable Senior Notes due 2026 (the "Notes"), which are fully and unconditionally guaranteed by the Guarantor, the Company will repurchase such Holder's Notes for 100% of the principal amount of the Notes, plus any accrued and unpaid interest thereon up to, but not including, the date of repurchase (the "Repurchase Price"), subject to the terms and conditions of the Indenture, the Notes and this Put Right Notice and related notice materials, as amended and supplemented from time to time (the "Put Option"). Holders may surrender their Notes from 9:00 a.m., New York City time, on Wednesday, August 10, 2011 through 5:00 p.m., New York City time, on Thursday, September 8, 2011 (the "Expiration Date"), which is the fifth Business Day immediately preceding September 15, 2011 (the "Repurchase Date"). On September 15, 2011, the next interest payment date under the Notes, the Company will pay \$17.50 per \$1,000 principal amount of Notes, which is the amount of accrued and unpaid interest on the Notes payable on September 15, 2011 pursuant to the Indenture, to Holders of record on September 1, 2011. Unless the Company defaults in making payment of the Repurchase Price, interest on the Notes repurchased will cease to accrue on and after the Repurchase Date. Notes as to which a Put Right Repurchase Notice (as defined below) has been given may be exchanged only if the Put Right Repurchase Notice is withdrawn in accordance with the terms of the Indenture. All capitalized terms used but not specifically defined in this Put Right Notice shall have the meanings given to such terms in the Indenture and the Notes.

**To exercise your option to have the Company purchase your Notes and receive the Repurchase Price, you must validly surrender the Notes along with a duly executed put right repurchase notice in the form attached hereto as Annex B (a "Put Right Repurchase Notice"), if applicable, prior to 5:00 p.m., New York City time, on the Expiration Date. Notes surrendered for purchase may be withdrawn at any time prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, by delivering a valid written notice of withdrawal as described in Section 4 of this Put Right Notice, if applicable, or otherwise in accordance with Section 3.05(d) of the Indenture.**

**The Trustee has informed the Company that, as of the date of this Put Right Notice, all custodians and beneficial holders of the Notes hold the Notes through Depository Trust Company ("DTC") accounts and that there are no certificated Notes in non-global form. Accordingly, all Notes surrendered for purchase hereunder must be delivered through the transmittal procedures of DTC.**

**Additional Information**

The Paying Agent has notified the Company that the Paying Agent may be obligated to withhold a percentage of the repurchase proceeds from any Holder of Notes who has failed to furnish the Paying Agent with a valid taxpayer identification number or a certification that such Holder is not subject to backup withholding. Holders of Notes who wish to avoid such withholding should submit a completed IRS Form W-9 when presenting Notes for repurchase.

If you have any questions concerning the foregoing, please contact Karen M. Singer, Senior Vice President, General Counsel and Secretary, at (443) 285-5400 or via mail c/o Corporate Office Properties Trust, 6711 Columbia Gateway Drive, Suite 300, Columbia, Maryland 21046.

\*CUSIP numbers have been assigned by CUSIP Service Bureau and are included solely for the convenience of the Holders of the Notes. Neither the Company nor Wells Fargo Bank, National Association shall be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness as indicated in this Notice of Repurchase.

The Trustee and Paying Agent is:  
**Wells Fargo Bank, National Association**

**By registered mail or certified mail:**

Wells Fargo Bank, N.A.  
MAC - N9303-121  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-1517

**By regular mail or overnight courier:**

Wells Fargo Bank, N.A.  
MAC - N9303-121  
Corporate Trust Operations  
Sixth Street & Marquette Avenue  
Minneapolis, MN 55479

**By Hand:**

Wells Fargo Bank, N.A.  
Northstar East Building -  
12th floor  
Corporate Trust Services  
608 Second Avenue South  
Minneapolis, MN 55402

*Facsimile (eligible institutions only): (612) 667-6282  
Telephone Inquiries: (800) 344-5128*

**Delivery of this instrument to an address other than as set forth above, or transmission of instructions other than as set forth above, will not constitute a valid delivery.**

Date of Notice: August 16, 2011

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*No person has been authorized to give any information or to make any representations other than those contained in the Put Option (as defined below) and, if given or made, such information or representations must not be relied upon as having been authorized. The Put Option does not constitute an offer to buy or the solicitation of an offer to sell securities in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of the Put Option shall not under any circumstances create any implication that the information contained in the Put Option is current as of any time subsequent to the date of such information. None of the Company, the Trust or their respective employees, or the Trust's board of trustees, is making any representation or recommendation to any Holder as to whether or not to surrender such Holder's Notes. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Notes for repurchase and, if so, the amount of Notes to surrender.*

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## SUMMARY TERM SHEET

*The following are answers to some of the questions that you may have about the Put Option. To understand the Put Option fully and for a more complete description of the terms of the Put Option, we urge you to read carefully the remainder of this Put Right Notice because the information in this summary is not complete. We have included section references to direct you to a more complete description of the topics in this summary.*

### **Who is required to satisfy the Put Option?**

The Company is obligated, at your option, to repurchase your validly surrendered Notes. The Trust has guaranteed all of the obligations of the Company under the Indenture. The Trust is the sole general partner of the Company, and owned approximately 94% of its outstanding common unit interests and approximately 96% its outstanding preferred unit interests as of June 30, 2011.

### **Why is the Company issuing the Put Right Notice?**

The right of each Holder of the Notes to surrender and the obligation of the Company to repurchase the Notes, as set forth in the Company's Put Right Notice for 3.50% Exchangeable Senior Notes due 2026, dated August 16, 2011, and the related notice materials filed as exhibits to Schedule TO, is required by the terms of the Notes and has been a right of Holders from the time the Notes were issued on September 18, 2006. The purpose of furnishing you with this Put Right Notice is to comply with Section 3.05 of the Indenture. We are required to repurchase the Notes of any Holder who validly surrenders such Holder's Notes pursuant to the terms of the Notes and the Indenture.

### **What Notes are you obligated to repurchase?**

We are obligated to repurchase all of the Notes validly surrendered at the option of the Holder. As of August 16, 2011, the aggregate principal amount of Notes outstanding was \$162,500,000. The Notes were issued under the Indenture.

### **How much will you pay and what is the form of payment?**

Pursuant to the terms of the Indenture and the Notes, for all Notes validly surrendered for repurchase and not withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, we will pay, in cash, the Repurchase Price, which is equal to \$1,000 per \$1,000 principal amount of the Notes, plus accrued and unpaid interest to, but not including, the Repurchase Date.

### **How can I determine the market value of the Notes?**

There currently is a limited trading market for the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on such factors as trading volume, the balance between buy and sell orders, prevailing interest rates, the market price of the Trust's common shares of beneficial interest, \$0.01 par value per share (the "Common Shares"), with respect to which the value that would be paid to Holders if they exercised their rights to exchange the Notes would be determined, the operating results of the Company and the Trust and the market for similar securities. Holders are urged to obtain current market information for the Notes, to the extent available, and the Common Shares before making any decision with respect to the Put Option. The Common Shares are listed on the New York Stock Exchange (the

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"NYSE") under the symbol "OFC." On August 15, 2011, the closing sale price of the Common Shares on the NYSE was \$26.88 per share.

### **Is the Company or the Trust's board of trustees making a recommendation regarding the Put Option?**

None of the Company, the Trust or their respective employees, or the Trust's board of trustees, is making any recommendation to Holders as to whether to surrender or refrain from surrendering Notes for repurchase pursuant to the Put Option. This Put Right Notice is being issued solely because of the Company's obligation under the Indenture. You must make your own decision whether to surrender your Notes for repurchase in the Put Option and, if so, the amount of Notes to surrender.

### **When does the Put Option expire?**

The Repurchase Date specified in the Indenture is September 15, 2011. The Put Option expires at 5:00 p.m., New York City time, on the Expiration Date (Thursday, September 8, 2011), which is the fifth Business Day immediately preceding September 15, 2011, or such later date and time to which the Put Option may be extended under limited circumstances as discussed in Section 2.1 hereof. We do not intend to extend the period Holders have to accept the Put Option unless reasonably necessary to comply

with applicable laws. Noteholders who do not surrender their Notes for repurchase will have another opportunity to cause us to repurchase their Notes in connection with subsequent put option repurchase dates in September 2016 and September 2021.

**What are the conditions to the repurchase by the Company of the Notes?**

The repurchase by us of validly surrendered Notes is not subject to any condition other than such repurchase being lawful and satisfaction of the procedural requirements described in this Put Right Notice.

**How do I surrender my Notes?**

To surrender your Notes for repurchase pursuant to the Put Option, you must surrender the Notes through the transmittal procedures of DTC no later than the Expiration Date.

- Holders whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such Holder desires to surrender such Holder's Notes and instruct such nominee to surrender the Notes on the Holder's behalf through the transmittal procedures of DTC.
- Holders who are DTC participants should surrender their Notes electronically through DTC's Automated Tender Offer Program ("ATOP") system, subject to the terms and procedures of that system on or before the Expiration Date.

By surrendering your Notes through the transmittal procedures of DTC, you agree to be bound by the terms of the Put Option set forth in this Put Right Notice.

**If I surrender my Notes, when will I receive payment for them?**

We will accept for payment all validly surrendered Notes promptly on the Repurchase Date. We will promptly forward to Wells Fargo Bank, National Association, as paying agent, on or prior to the Repurchase Date, the appropriate amount of cash required to pay the Repurchase Price for the Notes validly surrendered and not withdrawn prior to 10:00 a.m., New York City

time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, and the Paying Agent will promptly distribute the cash to DTC, the sole record Holder. DTC will thereafter distribute the cash to its participants in accordance with its procedures.

**Until what time can I withdraw previously surrendered Notes?**

You can withdraw Notes previously surrendered for repurchase at any time prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date.

**How do I withdraw previously surrendered Notes?**

To withdraw Notes previously surrendered for repurchase, you must comply with the withdrawal procedures of DTC prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date.

**Do I need to do anything if I do not wish to surrender my Notes for repurchase?**

No. If you do not surrender your Notes by the Expiration Date, we will not repurchase your Notes and such Notes will remain outstanding subject to their existing terms.

**If I choose to surrender some of my Notes for repurchase, do I have to surrender all of my Notes?**

No. You may surrender all of your Notes, a portion of your Notes or none of your Notes for repurchase. If you wish to surrender a portion of your Notes for repurchase, however, you must surrender your Notes in a principal amount of \$1,000 or an integral multiple thereof.

**If I do not surrender my Notes for repurchase, will I continue to be able to exercise my exchange rights?**

Yes. If you do not surrender your Notes for repurchase, your exchange rights will not be affected. You will continue to have the right to exchange each \$1,000 principal amount of Notes into cash and, with respect to excess exchange value of the Notes, as contemplated by the Indenture, Common Shares, subject to the terms, conditions and adjustments specified in the Indenture and the Notes.

**Will I have to pay taxes if I surrender my Notes for repurchase in the Put Option?**

The receipt of cash in exchange for Notes pursuant to the Put Option will be a taxable transaction for U.S. federal income tax purposes, and you may recognize gain, income, loss or deduction (see discussion of "Certain United States Federal Income Tax Considerations" below). You should consult with your tax advisor regarding the actual tax consequences to you.

**Who is the Paying Agent?**

Wells Fargo Bank, National Association, the Trustee under the Indenture, is serving as the Paying Agent in connection with the Put Option. The Paying Agent's address and telephone and facsimile numbers are set forth on the front cover page of this Put Right Notice.

**Who can I talk to if I have questions about the Put Option?**

Questions and requests for assistance in connection with the surrender of Notes for repurchase in the Put Option may be directed to the Paying Agent at the address, telephone and facsimile numbers set forth on the front cover page of this Put Right Notice.

**IMPORTANT INFORMATION CONCERNING THE PUT OPTION**

**1. Information Concerning the Company and the Trust.**

The Trust and its subsidiaries, including the Company (collectively, "COPT") is a fully-integrated and self-managed real estate investment trust ("REIT") that focuses primarily on strategic customer relationships and specialized tenant requirements in the United States Government and defense information technology sectors and data centers serving such sectors. COPT acquires, develops, manages and leases office and data center properties that are typically concentrated in large office parks primarily located adjacent to government demand drivers and/or in strong markets that COPT believes possess growth opportunities. As of June 30, 2011, COPT's investments in real estate included the following:

- 249 wholly owned operating office properties totaling 20.2 million square feet;
- 17 wholly owned office properties under construction, development or redevelopment that COPT estimates will total approximately 2.2 million square feet upon completion, including two partially operational properties included above;
- wholly owned land parcels totaling 1,516 acres that COPT believes are potentially developable into approximately 13.0 million square feet;
- a wholly owned, partially operational, wholesale data center which upon completion is expected to have an initial stabilization critical load of 18 megawatts; and
- partial ownership interests in a number of other real estate projects in operations, under construction or development or held for future development.

COPT's executive offices are located at 6711 Columbia Gateway Drive, Suite 300, Columbia, Maryland 21046 and our telephone number is (443) 285-5400.

## 2. Information Concerning the Notes.

The Notes were issued under the Indenture. The Notes are fully and unconditionally guaranteed by the Guarantor. As of August 16, 2011, the aggregate principal amount of Notes outstanding was \$162,500,000. The Notes mature on September 15, 2026.

**2.1. The Company's Obligation to Repurchase the Notes.** Pursuant to the terms of the Notes and the Indenture, the Company is obligated, at the Holder's option, to repurchase on the Repurchase Date all Notes that are (a) validly surrendered for repurchase no later than 5:00 p.m., New York City time, on the Expiration Date (Thursday, September 8, 2011), which is the fifth Business Day immediately preceding the Repurchase Date and (b) not withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date. The Company reserves the right to make changes to the terms of the Put Option if reasonably necessary to comply with the federal securities laws and regulations. If we make any change to this Put Option which we determine constitutes a material change, or if we waive a material condition to this Put Option, we will promptly disclose the change or waiver in a supplement to this Put Right Notice that we will distribute to Holders, and we will make a public announcement of such change or waiver promptly afterward by means of a press release or other legally permissible means. To comply with applicable laws, it may be necessary to extend the expiration date of the Put Option for a period of five to ten business days, depending on the significance of the change or waiver, if the Put Option would

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otherwise expire during the five-to-ten business-day period. If we are required to extend the expiration date of the Put Option, we will make a public announcement of such extension promptly by means of a press release or other legally permissible means. The repurchase by the Company of validly surrendered Notes is not subject to any condition other than such repurchase being lawful and the procedural requirements described in this Put Right Notice and the Indenture.

**2.2. Repurchase Price.** Pursuant to the terms of the Indenture and the Notes, the Repurchase Price to be paid by the Company for the Notes on the Repurchase Date is 100% of the principal amount of the Notes, plus accrued and unpaid interest on the Notes up to, but not including, the Repurchase Date. The Repurchase Price will be paid in cash, in whole or in part at any time or from time to time, with respect to any and all Notes validly surrendered for repurchase and not withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date. Notes validly surrendered for repurchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Repurchase Price is based solely on the requirements of the Indenture and the Notes and bears no relationship to the market price of the Notes or the Common Shares. Thus, the Repurchase Price may be significantly higher or lower than the market price of the Notes on the Repurchase Date. Holders of Notes are urged to obtain the best available information as to potential current market prices of the Notes and the Common Shares before making a decision regarding whether to surrender their Notes for repurchase.

None of the Company, the Trust or their respective employees, or the Trust's board of trustees, is making any recommendation to Holders as to whether to surrender or refrain from surrendering Notes for repurchase pursuant to the Put Option. Each Holder must make such Holder's own decision whether to surrender such Holder's Notes for repurchase and, if so, the principal amount of Notes to surrender based on such Holder's assessment of the current market value of the Notes and the Common Shares and other relevant factors.

**2.3. Exchange Rights of the Notes.** Holders that do not surrender their Notes for repurchase pursuant to the Put Option will maintain the right to exchange their Notes into cash and, with respect to any excess exchange value of the Notes, as contemplated by the Indenture, Common Shares, subject to the terms, conditions and adjustments specified in the Indenture and the Notes. Any Notes that are surrendered pursuant to the Put Option may be exchanged in accordance with the terms of the Indenture and the Notes only if such surrendered Notes have been validly withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, as described in Section 4 below, and then only in accordance with the Indenture and the Notes. As of August 16, 2011, the Exchange Rate is 19.3470 shares per \$1,000 principal amount of Notes, subject to subsequent adjustment as set forth in the Indenture. The exchange agent for the Notes is Wells Fargo Bank, National Association. The exchange agent's address, telephone and facsimile numbers are set forth on the front cover page of this Put Right Notice.

**2.4. Market for the Notes and the Trust's Common Shares** There currently is a limited trading market for the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on such things as trading volume, the balance between buy and sell orders, prevailing interest rates, the operating results of the Company and the Trust, the

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market price and implied volatility of the Common Shares and the market for similar securities. Holders are urged to obtain current market information for the Notes, to the extent available, and the Common Shares before making any decision with respect to the Put Option. The Common Shares, with respect to which the value that would be paid to Holders if they exercised their rights to exchange the Notes would be determined, are listed on the New York Stock Exchange under the symbol "OFC." We cannot assure you that a market will exist for the Notes following our repurchase of Notes pursuant to the Put Option. The extent of the market for the Notes following our repurchase of Notes pursuant to the Put Option will depend upon, among other things, the remaining outstanding principal amount of the Notes at such time, the number of holders of Notes remaining at that time and the interest on the part of securities firms in maintaining a market in the Notes. As of the date of this Put Right Notice, all of the Notes are held in global form through DTC and DTC is the sole record Holder of the Notes. As of August 16, 2011, there was \$162,500,000 aggregate principal amount of Notes outstanding.

The following table sets forth, for the calendar year quarters indicated, the high and low sales prices of the Common Shares as reported on the NYSE.

Calendar Quarter	High	Low
<b>2011</b>		
3rd Quarter (through August 15, 2011)	\$ 31.83	\$ 22.72
2nd Quarter	\$ 36.79	\$ 30.63
1st Quarter	\$ 36.90	\$ 33.83
<b>2010</b>		
4th Quarter	\$ 38.96	\$ 33.33
3rd Quarter	\$ 39.85	\$ 35.04
2nd Quarter	\$ 43.61	\$ 34.82
1st Quarter	\$ 42.44	\$ 32.69
<b>2009</b>		
4th Quarter	\$ 38.29	\$ 31.77
3rd Quarter	\$ 40.59	\$ 26.87
2nd Quarter	\$ 33.14	\$ 23.13
1st Quarter	\$ 30.92	\$ 20.49

On August 15, 2011, the closing sales price of the Common Shares on the NYSE was \$26.88 per share. As of July 18, 2011, there were approximately 71,912,302 Common Shares outstanding. We urge you to obtain current market information for the Notes, to the extent available, and for the Common Shares before making any decision to surrender your Notes pursuant to the Put Option.

**2.5. Redemption.** Prior to September 20, 2011 (the "Redemption Date"), the Company may redeem the Notes for cash, in whole or in part, only if the Company determines it necessary to redeem the Notes in order to preserve the Trust's status as a REIT. On or after the Redemption Date, the Notes are redeemable for cash at any time at the option of the Company, in whole or in part, but only if the Company has made at least ten (10) semi-annual interest payments (including the interest payments on March 15, 2007 through September 15, 2011) in the full amount required by the Indenture and the Notes. The Company has made all interest payments through March 15, 2011 and expects to make the tenth (10th) interest payment when due on September 15, 2011. The redemption price would be equal to 100% of the principal amount of the Notes to be redeemed plus unpaid interest, if any, accrued thereon to, but excluding, the Redemption Date.

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**2.6. Fundamental Change.** A Holder may require the Company to repurchase for cash, in whole or in part (in principal amounts of \$1,000 and integral multiples thereof), any of the Holder's Notes not already repurchased if there is a Fundamental Change (as defined in the Indenture) at a repurchase price equal to 100% of the principal amount of Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date (as defined in the Indenture).

**2.7. Ranking.** The Notes are senior unsecured general obligations of the Company ranking equally with other existing and future senior unsecured indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

Holders of our secured indebtedness have claims that are prior to the claims of holders of the Notes to the extent of the value of the assets securing that other indebtedness. The Notes are effectively subordinated to all such secured indebtedness. We are not restricted under the terms of the Notes from incurring additional indebtedness, including secured debt.

**2.8. Dividends.** The Holders of Notes are not entitled to dividends. Upon exchange into Common Shares, the Holders will be entitled to dividends, if any, made to holders of Common Shares.

### 3. Procedures to be Followed by Holders Electing to Surrender Notes for Repurchase.

Holders will not be entitled to receive the Repurchase Price for their Notes unless (a) they validly surrender their Notes prior to the Expiration Date and (b) do not withdraw the Notes prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date. Only registered Holders are authorized to surrender their Notes for repurchase. Holders may surrender some or all of their Notes; however, any Notes surrendered must be in \$1,000 principal amount or an integral multiple thereof and any remaining portion of Notes held by and Holder must be a multiple of \$1,000. If Holders do not validly surrender their Notes prior to the close of business on the Expiration Date, their Notes will remain outstanding subject to the existing terms of the Notes.

**3.1. Method of Delivery.** As of the date of this Put Right Notice, all custodians and beneficial holders of the Notes hold the Notes through DTC accounts, and there are no certificated Notes in non-global form. Accordingly, all Notes surrendered for repurchase hereunder must be delivered through DTC's ATOP system. A form of Put Right Repurchase Notice is attached to this Put Right Notice as [Annex B](#). The delivery of Notes via the ATOP system will satisfy Holders' notice requirements in the Indenture. Delivery of Notes and all other required documents, including delivery and acceptance through the ATOP system, is at the election and risk of the person surrendering such Notes.

**3.2. Agreement to be Bound by the Terms of the Put Option** By surrendering your Notes through the transmittal procedures of DTC, a Holder acknowledges and agrees as follows:

such Notes shall be repurchased as of the Repurchase Date, pursuant to the terms and conditions set forth in this Put Right Notice;

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such Holder agrees to all of the terms and conditions set forth in this Put Right Notice;

such Holder has received this Put Right Notice and acknowledges that this Put Right Notice provides the notice required pursuant to the Indenture;

upon the terms and subject to the conditions set forth in this Put Right Notice, the Indenture and the Notes, and effective upon the acceptance for payment thereof, such Holder (i) irrevocably sells, assigns and transfers to the Company, all right, title and interest in and to all the Notes surrendered, (ii) releases and discharges the Company, the Trust and their respective trustees, officers, employees and affiliates from any and all claims such Holder may have now, or may have in the future arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes or to exchange the Notes and (iii) irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of such Holder with respect to any such surrendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Paying Agent will have no rights to, or control over, funds from the Company, except as agent for the Company, for the Repurchase Price of any



surrendered Notes that are repurchased by the Company), all in accordance with the terms set forth in this Put Right Notice;

such Holder represents and warrants that such Holder (i) owns the Notes surrendered and is entitled to surrender such Notes and (ii) has full power and authority to surrender, sell, assign and transfer the Notes surrendered hereby and that when such Notes are accepted for repurchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right;

such Holder agrees, upon request from the Company, to execute and deliver any additional documents deemed by the Paying Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes surrendered;

such Holder understands that all Notes validly surrendered for repurchase and not withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, will be repurchased at the Repurchase Price, in cash, pursuant to the terms and conditions of the Indenture, the Notes, this Put Right Notice and related notice materials, as amended and supplemented from time to time;

payment for Notes repurchased pursuant to this Put Right Notice will be made by deposit of the Repurchase Price for such Notes with the Paying Agent, which will act as agent for surrendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders;

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surrenders of Notes may be withdrawn by written notice of withdrawal delivered pursuant to the procedures set forth in this Put Right Notice at any time prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date;

all authority conferred or agreed to be conferred pursuant to the terms of the Put Option hereby shall survive the death or incapacity of the undersigned and every obligation of the Holder and shall be binding upon the Holder's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives;

the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Paying Agent, until receipt by the Paying Agent of any and all evidences of authority and any other required documents in form satisfactory to the Company; and

all questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any surrender of Notes pursuant to the procedures described in this Put Right Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole direction, which determination shall be final and binding on all parties.

### 3.3. Delivery of Notes.

*Notes Held Through a Custodian.* A Holder whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such Holder desires to surrender such Holder's Notes and instruct such nominee to surrender the Notes for repurchase on the Holder's behalf through the transmittal procedures of DTC as set forth below prior to the close of business on the Expiration Date.

*Notes in Global Form.* A Holder who is a DTC participant may elect to surrender to the Company such Holder's beneficial interest in the Notes by:

delivering to the Paying Agent's account at DTC through DTC's book-entry system such Holder's beneficial interest in the Notes prior to the close of business on the Expiration Date; and

electronically transmitting such Holder's acceptance through the ATOP system, subject to the terms and procedures of that system prior to the close of business on the Expiration Date.

In surrendering Notes through the ATOP system, the electronic instructions sent to DTC by the Holder or by a broker, dealer, commercial bank, trust company or other nominee on such Holder's behalf, and transmitted by DTC to the Paying Agent, will acknowledge, on behalf of DTC and the Holder, receipt by the Holder of and agreement to be bound by the terms of the Put Option, including those set forth above under Section 3.2 "Agreement to be Bound by the Terms of the Put Option."

**4. Right of Withdrawal.** Notes validly surrendered for repurchase before the Expiration Date may be withdrawn at any time prior to 10:00 a.m., New York City time, on Wednesday,

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September 14, 2011, which is the Business Day immediately prior to the Repurchase Date. In order to withdraw Notes, Holders must comply with the withdrawal procedures of DTC prior to such time.

This means a Holder must deliver, or cause to be delivered, a valid withdrawal request through the ATOP system from the tendering DTC participant prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date. The withdrawal notice must:

specify the DTC Voluntary Offer Instruction Number, the name of the participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes;

contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); and

be submitted through the ATOP system by such participant under the same name as the participant's name is listed in the original tender, or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal.

**5. Payment for Surrendered Notes.** We will promptly forward to the Paying Agent, on or prior to the Repurchase Date, the appropriate amount of cash required to pay the Repurchase Price for the Notes validly surrendered and not withdrawn prior to 10:00 a.m., New York City time, on Wednesday, September 14, 2011, which is the Business Day immediately prior to the Repurchase Date, and the Paying Agent will promptly distribute the cash to DTC, the sole record Holder. DTC will thereafter distribute the cash to its participants in accordance with its procedures.

The total amount of funds required by us to repurchase all of the Notes will be \$162,500,000 plus accrued and unpaid interest up to, but not including, the Repurchase Date (assuming all of the Notes are validly surrendered for repurchase and accepted for payment on the Repurchase Date). In the event any Notes are surrendered and accepted for payment, we intend to use cash on hand to repurchase the Notes.

6. **Notes Acquired.** Any Notes repurchased by us pursuant to the Put Option will be cancelled by the Trustee, pursuant to the terms of the Indenture.

7. **Plans or Proposals of the Company and the Trust** Except as publicly disclosed prior to the date of this Put Right Notice, neither the Company nor the Trust currently has any plans which would be material to a Holder's decision to surrender Notes for repurchase in the Put Option, which relate to or which would result in:

· any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Trust, the Company or any of their respective subsidiaries;

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· any purchase, sale or transfer of a material amount of assets of the Trust, the Company or any of their respective subsidiaries;

· any material change in the present dividend rate or policy, or indebtedness or capitalization of the Trust, the Company or any of their respective subsidiaries;

· any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of trustees of the Trust or to fill any existing vacancies on the Trust's board or to change any material term of the employment contract of any executive officer;

· any other material change in the corporate structure or business of the Trust, the Company or any of their respective subsidiaries;

· any class of equity securities of the Trust or the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;

· any class of equity securities of the Trust or the Company becoming eligible for termination of registration under Section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

· the suspension of the obligation of the Trust to file reports under Section 15(d) of the Exchange Act;

· the acquisition by any person of additional securities of the Trust or the Company or the disposition of securities of the Company; or

· any changes in the charter, bylaws or other governing instruments of the Trust or the Company or other actions that could impede the acquisition of control of the Trust or the Company.

8. **Interests of Trustees, Executive Officers and Affiliates of the Company and the Trust in the Notes** Except as otherwise disclosed below, based on a reasonable inquiry by the Company and the Trust:

· none of the Trust, the Company or any of their executive officers, trustees, subsidiaries or other affiliates has any beneficial interest in the Notes;

· the Company will not repurchase any Notes from such persons; and

· during the 60 days preceding the date of this Put Right Notice, none of such officers, directors or affiliates has engaged in any transactions in the Notes.

A list of the trustees and executive officers of the Trust, which is the sole general partner of the Company, is attached to this Put Right Notice as Annex A.

9. **Repurchases of Notes by the Trust, the Company and Their Affiliates** Each of the Trust, the Company and their respective affiliates, including executive officers and trustees, is prohibited under applicable United States federal securities laws from purchasing Notes (or the right to repurchase Notes) other than through the Put Option until at least the 10th business day after the Expiration Date. Following such time, if any Notes remain outstanding, the Company and its affiliates may repurchase Notes in the open market, in private transactions, through a

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subsequent tender offer, or otherwise, any of which may be consummated at repurchase prices higher or lower than the Repurchase Price. Any decision to repurchase Notes after the Put Option, if any, will depend upon many factors, including the market price of the Notes, the amount of Notes surrendered for repurchase pursuant to the Put Option, the market price of the Common Shares, the business and financial position of the Company and the Trust and general economic and market conditions.

10. **Certain United States Federal Income Tax Considerations.** The following discussion summarizes certain material U.S. federal income tax considerations that may be relevant to U.S. and Non-U.S. Holders (as defined below) of our Notes who surrender such Notes for cash pursuant to the Put Option. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), current and proposed Treasury regulations, administrative decisions and rulings of the Internal Revenue Service (the "IRS") and court decisions as of the date hereof, all of which are subject to change (possibly with retroactive effect) and all of which are subject to differing interpretation.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to Holders in light of their particular circumstances or to persons subject to special treatment under the U.S. federal income tax laws. In particular, this discussion deals only with persons that hold our Notes as capital assets within the meaning of the Code. Except as expressly provided below, this discussion does not address the tax treatment of special classes of persons, such as banks, insurance companies, tax-exempt organizations, financial institutions, broker-dealers, persons holding our Notes as part of a hedge, straddle or other risk reduction, constructive sale or conversion transaction, United States expatriates, persons subject to the alternative minimum tax and persons who acquired our Notes as compensation. Furthermore, this discussion does not address any state, local, foreign or non-income tax considerations.

For purposes of the following discussion, a "U.S. Holder" generally refers to (i) a citizen or resident of the United States; (ii) a corporation (including an entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or of a political subdivision of the United States; (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) any trust if (1) a United States court is able to exercise primary supervision over the administration of such trust and one or more United States persons have the authority to control all substantial decisions of the trust or (2) it has a valid election in place to be treated as a United States person. A "Non-U.S. Holder" generally refers to a person that is not a U.S. Holder or an entity treated as a partnership for U.S. federal income tax purposes.

If a partnership, or an entity treated as a partnership for U.S. federal income tax purposes, holds our Notes, the U.S. federal income tax treatment of a partner in the partnership generally will depend on the status of the partner and the activities of the partnership. A partner in a partnership holding our Notes should consult its tax advisor regarding the consequences of the surrender of the Notes pursuant to the Put Option.

THE DISCUSSION SET FORTH BELOW IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY PARTICULAR

PERSON. ACCORDINGLY, HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS ABOUT THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS APPLICABLE STATE, LOCAL AND FOREIGN TAX LAWS.

## U.S. HOLDERS

### *Surrender of Notes for Repurchase*

A U.S. Holder generally will recognize gain or loss on the surrender of a Note for repurchase equal to the difference between (i) the cash received by such U.S. Holder (excluding cash attributable to accrued but unpaid interest) and (ii) such U.S. Holder's adjusted tax basis in the Note. A U.S. Holder's adjusted tax basis in a Note generally will equal its cost, increased by any original issue discount previously included in income with respect to the Note and the amount of any market discount such U.S. Holder elected to include in income with respect to the Note (as described below). Subject to the market discount rules described below, any gain or loss recognized generally will be capital gain or loss and will be long-term capital gain or loss if a Holder held its Note more than one year at the time of surrender. Limitations apply to the deduction of capital losses.

Subject to a *de minimis* exception, if a U.S. Holder acquired a Note subsequent to original issuance for less than its stated principal amount, the amount of such difference is treated as "market discount." Any gain recognized on the surrender of a Note with market discount will be treated as ordinary income to the extent of market discount accrued during the Holder's holding period for such Note, unless such Holder had elected to include the market discount in income as it accrued. If a U.S. Holder elected to include market discount on a Note in income as it accrued, such U.S. Holder's basis in the Note would have been increased to reflect the amount of income so included. Market discount accrues ratably unless a Holder makes an election to accrue such discount on a constant yield basis.

The receipt of cash attributable to accrued but unpaid interest will be taxable as ordinary interest income to the extent not previously included in income.

A U.S. Holder that acquired a Note at a premium should consult its tax advisor regarding the U.S. federal income tax consequences of surrendering the Note for repurchase pursuant to the Put Option.

### *Information Reporting and Backup Withholding*

In general, information reporting requirements will apply to the amount paid to a U.S. Holder unless such U.S. Holder is an exempt recipient (such as a corporation). A U.S. Holder also may be subject to backup withholding on such payment unless the U.S. Holder (i) provides a correct U.S. taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements or (ii) is a corporation or other exempt recipient and, if required, provides a certification to such effect. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S.

Holder's U.S. federal income tax liability provided the required information is furnished on a timely basis to the IRS.

## NON-U.S. HOLDERS

### *Surrender of Notes for Repurchase*

A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized on the surrender of a Note pursuant to the Put Option unless:

- such gain is effectively connected with the conduct of a trade or business in the United States by such Holder (and, if required by an applicable income tax treaty, is attributable to a permanent establishment in the United States maintained by such Holder);
- such Holder is an individual present in the United States for 183 days or more in the taxable year of surrender, and certain other conditions are met; or
- the Notes constitute United States real property interests ("USRPIs") within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA").

Gain described in the first bullet point will be subject to regular U.S. federal income tax, generally in the same manner as if the Non-U.S. Holder were a U.S. Holder, and, in the case of a corporate Non-U.S. Holder, such gain also may be subject to a 30 percent "branch profits" tax (or such lower rate as provided in an applicable income tax treaty). Gain described in the second bullet point will be subject to a flat 30 percent U.S. federal income tax, which generally may be offset by U.S.-sourced capital losses. Gain described in the third bullet point will be subject to regular U.S. federal income tax, generally as if the Non-U.S. Holder were a U.S. Holder, and, in the case of a corporate Non-U.S. Holder, such gain also may be subject to a 30 percent branch profits tax (or such lower rate as provided in an applicable income tax treaty).

Although the applicable rules are not entirely clear, we intend to take the position that the Notes will not constitute USRPIs at the time of the exchange if we are a "domestically controlled qualified investment entity" at such time. We will be a domestically controlled qualified investment entity if, at all times during a specified testing period, we are a "real estate investment trust" within the meaning of the Code and less than 50 percent in value of our shares is held directly or indirectly by non-U.S. persons. We believe we are currently a domestically controlled qualified investment entity and, therefore, we expect the surrender of a Note pursuant to the Put Option would not be subject to taxation under FIRPTA. Because the Common Shares are publicly traded, no assurance can be given that we are, or will continue to be, a domestically controlled qualified investment entity. If, at the time of surrender, we cannot determine whether we are a domestically controlled qualified investment entity, we intend to withhold 10 percent of the gross amounts payable on the surrender. If the surrender of a Note is nevertheless exempt from U.S. federal income tax under FIRPTA, any amounts withheld from payments to a Non-U.S. Holder may be refunded or credited against such Holder's U.S. federal income tax liability, if any, provided the Holder files with the IRS, on a timely basis, the required IRS forms.

Accrued interest paid to a Non-U.S. Holder will not be subject to U.S. federal income or withholding tax provided:

- such interest is not effectively connected with the conduct of a trade or business in the United States by such Holder (or, if required by an applicable income tax treaty, is not effectively connected with the conduct of a trade or business in the United States through a permanent establishment in the United States maintained by such Holder);
- the Holder does not actually or constructively own 10 percent or more of the total combined voting power of all classes of our stock entitled to vote;

- the Holder is not a “controlled foreign corporation” related to us within the meaning of Section 864(d)(4) of the Code;
- the Holder is not a bank whose receipt of interest on a Note is described in Section 881(c)(3)(A) of the Code; and
- the Holder provides its name and address, and certifies it is not a U.S. person or the Holder holds Notes through certain foreign intermediaries and such Holder and the foreign intermediary satisfy the certification requirements of applicable Treasury regulations.

Special certification rules apply to Non-U.S. Holders that are pass-through entities rather than corporations or individuals.

A Holder that cannot satisfy the requirements described above will be subject to a 30 percent U.S. federal withholding tax with respect to payments of interest unless such Holder provides us a properly executed (1) IRS Form W-8BEN (or applicable successor form) claiming an exemption from, or reduction in, withholding under the benefit of an applicable tax treaty or (2) IRS Form W-8ECI (or applicable successor form) stating that interest paid on the Note is not subject to withholding tax because it is effectively connected with the conduct of a trade or business in the United States by such Holder. Interest effectively connected with the conduct by a Non-U.S. Holder of a U.S. trade or business will be subject to U.S. federal income tax generally in the same manner as if such Holder were a U.S. Holder and, in the case of a corporate Non-U.S. Holder, such interest also may be subject to the 30 percent branch profits tax (or such lower rate as provided in an applicable income tax treaty).

#### *Information Reporting and Backup Withholding*

Payments to a Non-U.S. Holder made through a U.S. office of a broker generally will be subject to information reporting and backup withholding unless the payee certifies it is not a U.S. person or otherwise establishes an exemption. Any such payments made through a non-U.S. office of a U.S. broker or of a non-U.S. broker with certain specified U.S. connections generally will be subject to information reporting, but not backup withholding, unless the broker has evidence in its records that the payee is not a U.S. person and has no knowledge or reason to know to the contrary. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against the Non-U.S. Holder’s U.S. federal income tax liability, if any, provided the required information is furnished on a timely basis to the IRS.

**11. Additional Information.** The Trust is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements and other information with the SEC. The Company is not so subject. Such reports, proxy statements and other information can be inspected and copied at the Office of Investor Education and Advocacy of the SEC located at 100 F Street, N.E., Washington D.C. 20549. Copies of such material can be obtained from the Office of Investor Education and Advocacy of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC’s home page on the Internet at [www.sec.gov](http://www.sec.gov).

The Trust has filed with the SEC a Tender Offer Statement on Schedule TO (the “Schedule TO”), pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder, providing certain information with respect to the Put Option. The Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.

The documents listed below (as such documents may be amended from time to time) contain important information about the Company and its financial condition.

- The Trust’s Annual Report on Form 10-K for the fiscal year ended December 31, 2010;
- The Trust’s Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 2011;
- The Trust’s Current Reports on Form 8-K filed with the SEC on February 9, 2011, February 15, 2011, April 5, 2011 (solely with respect to the information set forth in Item 2.06 thereof), April 28, 2011, May 17, 2011, May 25, 2011 and August 9, 2011;
- All documents filed with the SEC by the Trust pursuant to Sections 13, 14 and 15(d) of the Exchange Act subsequent to the date of this Notice and prior to the expiration date of the Put Option; and
- The description of the Common Shares that is contained in the Trust’s Registration Statements on Form 8-A as have been filed with the SEC and amended from time to time.

In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct.

If a material change occurs in the information set forth in this Notice, we will amend the Schedule TO accordingly.

- 12. No Solicitations.** Neither the Trust nor the Company has employed any persons to make solicitations or recommendations in connection with the Put Option.
- 13. Definitions.** All capitalized terms used but not specifically defined this Put Right Notice shall have the meanings given to such terms in the Indenture and the Notes.

**14. Conflicts.** In the event of any conflict between this Put Right Notice on the one hand and the terms of the Indenture or the Notes or any applicable laws on the other hand, the terms of the Indenture or the Notes or applicable laws, as the case may be, will control.

*None of the Company, the Trust or their respective employees, or the Trust’s board of trustees, is making any recommendation to any Holder as to whether to surrender or refrain from surrendering Notes for repurchase pursuant to this Put Right Notice. Each Holder must make such Holder’s own decision whether to surrender such Holder’s Notes for repurchase and, if so, the principal amount of Notes to surrender based on their own assessment of the current market value of the Notes and the Common Shares and other relevant factors.*

#### BOARD OF TRUSTEES AND EXECUTIVE OFFICERS

The following table sets forth the names of each of the members of the Trust’s board of trustees and each of the Trust’s executive officers.

**Trustees**

Name	Title
Randall M. Griffin	Chief Executive Officer, Trustee
Jay H. Shidler	Trustee
Clay W. Hamlin, III	Trustee
Thomas F. Brady	Trustee
Robert L. Denton	Trustee
U.S. Rear Admiral (Ret.) Elizabeth A. Hight	Trustee
David M. Jacobstein	Trustee
Steven D. Kesler	Trustee
Richard Szafranski	Trustee
Kenneth D. Wethe	Trustee

**Executive Officers**

Name	Title
Randall M. Griffin	Chief Executive Officer
Roger A. Waesche	President and Chief Operating Officer
Stephen E. Riffée	Executive Vice President and Chief Financial Officer
Wayne Lingafelter	Executive Vice President, Development & Construction Services
Karen M. Singer	Senior Vice President, General Counsel and Secretary

The business address of each person set forth above is c/o Corporate Office Properties Trust, 6711 Columbia Gateway Drive, Suite 300, Columbia, Maryland 21046 and the telephone number there is (443) 285-5400.

**ANNEX B**

**FORM OF PUT RIGHT REPURCHASE NOTICE**

TO: CORPORATE OFFICE PROPERTIES, L.P.  
WELLS FARGO BANK, NATIONAL ASSOCIATION

Pursuant to the terms of the Indenture and the Notes, the undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from Corporate Office Properties, L.P. (the "Company") regarding the right of holders to elect to require the Company to repurchase the Notes and requests and instructs the Company to repurchase the entire principal amount of this Note, or the portion thereof (which is \$1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture at the price of 100% of such entire principal amount or portion thereof, together with accrued and unpaid interest up to, but not including, the Repurchase Date, to the registered holder hereof. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. The Notes shall be repurchased by the Company as of the Repurchase Date pursuant to the terms and conditions specified in the Indenture.

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Dated:

Signature(s):

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Note Certificate Number (if applicable):

Principal amount to be repurchased (if less than all):

Social Security or Other Taxpayer Identification Number:

Form W-9  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**Print or type**  
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Exempt Payee

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

Other (see instructions)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    **Signature of U.S. person**

**Date**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners'

share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 1-2011)

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<b>IF the payment is for...</b>	<b>THEN the payment is exempt for...</b>
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 (1)	Generally, exempt payees 1 through 7 (2)

(1) See Form 1099-MISC, Miscellaneous Income, and its instructions.  
 (2) However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if



the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crewmembers and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4.	a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee (1)
5.	Sole proprietorship or disregarded entity owned by an individual	The actual owner (1)
6.	Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner (3) The grantor*
	For this type of account:	Give name and EIN of:
7.	Disregarded entity not owned by an individual	The owner
8.	A valid trust, estate, or pension trust	Legal entity (4)
9.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11.	Partnership or multi-member LLC	The partnership
12.	A broker or registered nominee	The broker or nominee
13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
(2) Circle the minor's name and furnish the minor's SSN.  
(3) You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

(4) List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### **Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### **Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message [tophishing@irs.gov](mailto:tophishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.