QuickLinks -- Click here to rapidly navigate through this document

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 31, 2002

REGISTRATION NO. 333-101238

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

AMENDMENT NO. 1
to

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SIMON PROPERTY GROUP, L.P.

(Exact name of registrant as specified in its charter)

Delaware	**6798**	**34-1755769**
(State or other jurisdiction of incorporation or organization)	(Primary standard industrial classification code number)	(I.R.S. Employer Identification Number)

National City Center
115 West Washington Street, Suite 15 East
Indianapolis, Indiana 46204
(317) 636-1600
(Name, address, including zip code, and telephone number, including area code,
of the Registrant's Principal Executive Offices)

James M. Barkley, Esq.
General Counsel
National City Center
115 West Washington Street, Suite 15 East
Indianapolis, Indiana 46204
(317) 636-1600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

David C. Worrell, Esq.
Baker & Daniels
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204
(317) 237-0300

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE OF THE SECURITIES TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

This Registration Statement shall hereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS

SIMON PROPERTY GROUP

OFFER TO EXCHANGE UP TO
$500,000,000 OF

$150,000,000 5.375% EXCHANGE NOTES DUE 2008 AND
$350,000,000 6.35% EXCHANGE NOTES DUE 2012

FOR ANY AND ALL OUTSTANDING
$150,000,000 5.375% NOTES DUE 2008 AND
$350,000,000 6.35% NOTES DUE 2012

OF

Simon Property Group, L.P.

The exchange offer will expire
at 5:00 p.m., New York City time,
on February 3, 2003, unless extended

We are offering to exchange up to $500,000,000 aggregate principal amount of our exchange notes for any and all outstanding notes of two series that we issued in a private offering on August 21, 2002. The terms of the exchange notes are identical in all material respects to the terms of the corresponding series of unregistered notes, except that the exchange notes have been registered under the Securities Act, and that transfer restrictions, registration rights and provisions regarding additional interest relating to the unregistered notes do not apply to the exchange notes. We will not receive any proceeds from the exchange offer. There is no existing market for the exchange notes to be issued, and we do not intend to apply for their listing or any securities exchange.

To exchange your unregistered notes for exchange notes:

- you must make the representations described on page 16 to us,
- you must complete and send the letter of transmittal that accompanies this prospectus to the exchange agent, JPMorgan Chase Bank, by 5:00 p.m., New York time, on February 3, 2003 and
- you should read the section called "The Exchange Offer" that begins on page 11 for further information on how to exchange your unregistered notes for exchange notes.

If you tender unregistered notes, you may withdraw your tender at any time prior to the expiration of the exchange offer. We will exchange all notes that you validly tender and do not validly withdraw before such expiration.

This prospectus, together with the letter of transmittal is being sent to all registered holders of unregistered notes as of December 30, 2002.

INVESTING IN THE NOTES INVOLVES RISKS THAT ARE DESCRIBED IN "RISK FACTORS" BEGINNING ON PAGE 7.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DATE OF THIS PROSPECTUS IS JANUARY 3, 2003.

In making your investment decision, you should rely only on the information contained in, or incorporated by reference into, this prospectus. We have not authorized anyone to provide you with any other information. We are offering to exchange the unregistered notes for exchange notes only in places where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus.

TABLE OF CONTENTS

WHO WE ARE

Simon Property Group, L.P. owns, operates, manages, leases, acquires, expands and develops real estate properties, primarily regional malls and community shopping centers. We are a majority-owned subsidiary of Simon Property Group, Inc. or "Simon Property." Simon Property is our general partner. Simon Property qualifies for treatment as a real estate investment trust or REIT for federal income tax purposes. The shares of common stock of Simon Property are listed on the New York Stock Exchange under the symbol "SPG."

In this prospectus, the terms "Partnership," "we," "us" and "our" refer to Simon Property Group, L.P., and all entities owned or controlled by us.

AVAILABLE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the U.S. Securities and Exchange Commission. Our SEC filings are available on the Internet at the SEC's web site at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities:

Public Reference Room
450 Fifth Street, N.W.
Room 1300
Washington, D.C. 20549

You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Room 1300, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the operations of the public reference facilities.

This prospectus is part of a registration statement filed by us with the SEC under the Securities Act. As allowed by SEC rules, this prospectus does not contain all of the information that you can find in the registration statement or the exhibits to the registration statement.

The SEC allows us to "incorporate by reference" the information we file with them, which means:

- incorporated documents are considered part of this prospectus;
- we can disclose important information to you by referring you to those documents; and
- information that we file with the SEC will automatically update and supersede the information in this prospectus and any information that was previously incorporated in this prospectus.

We incorporate by reference the documents listed below, which were filed with the SEC under the Securities Exchange Act:

(1) our Annual Report on Form 10-K for the year ended December 31, 2001;

(2) our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2002, June 30, 2002 and September 30, 2002;

(3) our Current Reports on Form 8-K filed May 20, June 10, and December 5, 2002;

(4) the Annual Report on Form 10-K for the year ended December 31, 2001 filed by Simon Property and its former paired-share affiliate, SPG Realty Consultants, Inc. ("SPG Realty");

(5) Simon Property and SPG Realty's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2002, June 30, 2002 and September 30, 2002;

(6) Simon Property and SPG Realty's Current Reports on Form 8-K filed January 17, February 13, May 17, May 20, June 10, June 27, August 9, November 13, November 18, and December 5, 2002;

(7) the Proxy Statement dated April 12, 2002 for the Annual Meetings of Stockholders of Simon Property and SPG Realty held on May 8, 2002;

(8) Simon Property's Tender Offer Statement on Schedule TO filed on December 5, 2002 relating to the tender offer described in this Registration Statement under "Recent Developments";

(9) Amendment No. 1 to Simon Property's Tender Offer Statement on Schedule TO filed on December 16, 2002;

(10) Amendment No. 2 to Simon Property's Tender Offer Statement on Schedule TO filed on December 27, 2002;

---

(11) Amendment No. 3 to Simon Property's Tender Offer Statement on Schedule TO filed on December 30, 2002;

(12) the preliminary proxy statement filed by Simon Property on December 5, 2002 in connection with the tender offer described in this Registration Statement under "Recent Developments;" and

(13) the preliminary proxy statement filed by Simon Property on December 16, 2002 in connection with the tender offer described in this Registration Statement under "Recent Developments".

Our Securities Exchange Act filing number is 333-11491 and the Securities Exchange Act filing number of Simon Property is 1-14469.

We also incorporate by reference each of the following documents that we or Simon Property file with the SEC after the date of this prospectus and prior to the termination of the exchange offer:

- reports filed under Sections 13(a) and (c) of the Securities Exchange Act;
- any documents filed under Section 14 of the Securities Exchange Act; and
- reports filed under Section 15(d) of the Securities Exchange Act.

You can obtain any of the filings incorporated by reference in this prospectus from us or from the SEC on the SEC's web site or at the address listed above. Documents incorporated by reference are available from us without charge, including any exhibits to those documents that are not specifically incorporated by reference in those documents. You may request a copy of the documents incorporated by reference in this prospectus and a copy of the indenture, registration rights agreement and other documents referred to in this prospectus by writing or telephoning us at the following address:

Simon Property Group
National City Center
115 West Washington Street
Suite 15 East
Indianapolis, Indiana 46204
(317) 685-7330
Attention: Investor Relations

IF YOU WOULD LIKE TO REQUEST DOCUMENTS, PLEASE DO SO BEFORE THE EXCHANGE OFFER EXPIRES ON FEBRUARY 3, 2003.

The exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of unregistered notes in any jurisdiction in which the exchange offer or the acceptance of the exchange offer would not be in compliance with the securities or blue sky laws of that jurisdiction.

FORWARD-LOOKING STATEMENTS MAY PROVE INACCURATE

This prospectus contains or incorporates forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. You can identify these forward-looking statements by our use of the words "believes," "anticipates," "plans," "expects," "may," "will," "intends," "estimates" and similar expressions, whether in the negative or affirmative. We cannot guarantee that we actually will achieve the plans, intentions or expectations discussed in these forward-looking statements. Our actual results could differ materially. We have included important factors in the cautionary statements contained or incorporated in this prospectus, particularly under the heading "Risk Factors," that we believe would cause our actual results to differ materially from the forward-looking statements that we make. We do not intend to update information contained in any forward-looking statement we make.

PROSPECTUS SUMMARY

The following summary contains basic information about this offering. It likely does not contain all the information that is important to you. For a more complete understanding of this offering, we encourage you to read this entire prospectus and the documents we refer to in this prospectus.

Simon Property Group, L.P.

Simon Property Group, L.P. owns, operates, manages, leases, acquires, expands and develops real estate properties, primarily regional malls and community shopping centers.

The core of our business originated with the shopping center businesses of Melvin Simon, Herbert Simon, David Simon and other members or associates of the Simon family. We have grown significantly by acquiring properties and merging with other real estate companies, including Simon Property's merger with DeBartolo Realty Corporation in 1996 and its combination with Corporate Property Investors, Inc. and its paired share affiliate in 1998.

As of September 30, 2002, we owned or held an interest in 248 income-producing properties in the United States, consisting of 170 regional malls, 69 community shopping centers, four specialty retail centers and five office and mixed-use properties in 36 states. Mixed-use properties are properties that include a combination of retail, office space, and/or hotel components. We also own interests in eight retail properties in Europe and Canada, five parcels of land held for future development and indirectly-held interests in seven properties we acquired in May 2002 which are not material to our operations.

We were formed on November 18, 1993 as a Delaware limited partnership. Simon Property is our sole general partner. Our principal executive offices are located at National City Center, 115 West Washington Street, Suite 15 East, Indianapolis, Indiana 46204, and our telephone number is (317) 636-1600. Our World Wide Web site address is www.shopsimon.com. The information in our web site is not incorporated by reference into this prospectus.

If you want to find more information about us, please see the section entitled Available Information in this prospectus.

The Exchange Offer

The following is a summary of the principal terms of our exchange offer. A more detailed description is contained in this prospectus under the heading "The Exchange Offer."

The Exchange Offer	We are offering to issue up to $500 million in principal amount of two series of exchange notes, registered under the Securities Act, in exchange for a like principal amount of two corresponding series of our unregistered notes. You may tender your unregistered notes by following the procedures described under the heading "The Exchange Offer."

The two series of unregistered notes are $150,000,000 principal amount of 5.375% notes due 2008 and $350,000,000 principal amount of 6.35% notes due 2012.

If you do not validly tender your unregistered notes and accept our exchange offer, you will continue to hold unregistered notes and will continue to be subject to the rights and limitations applicable to those notes, including existing transfer restrictions. After the exchange offer, we will have no further obligation to provide for the registration under the Securities Act of your unregistered notes, except in limited circumstances.

Based on an interpretation by the staff of the Securities and Exchange Commission set forth in no-action letters issued to third parties, we believe that the exchange notes issued to you pursuant to the exchange offer in exchange for your unregistered notes may be offered for resale, resold and otherwise transferred by you unless you are (1) a broker-dealer who purchases such exchange notes directly from us to resell pursuant to Rule 144A or any other available exemption under the Securities Act or (2) a person that is our affiliate (within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act; provided that you are acquiring the exchange notes in the ordinary course of your business and are not participating, and have no arrangement or understanding with any person to participate, in the distribution of the exchange notes. Each broker-dealer that receives exchange notes for its own account in exchange for unregistered notes, where the unregistered notes were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of its exchange notes. See "The Exchange Offer—Resale of the Exchange Notes."

Registration Rights Agreement

We sold the unregistered notes pursuant to a purchase agreement, dated August 15, 2002, by and among us and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Banc of America Securities LLC, Credit Suisse First Boston Corporation, Deutsche Bank Securities Inc., UBS Warburg LLC, Commerzbank Capital Markets Corp. and Dresdner Kleinwort Wasserstein-Grantchester, Inc., who were the initial purchasers of the unregistered notes. Pursuant to the purchase agreement, we and the initial purchasers entered into a registration rights agreement, dated as of August 21, 2002, which grants the holders of the unregistered notes specific exchange and registration rights. The exchange offer is intended to satisfy those rights. See "The Exchange Offer—Termination of Specific Rights."

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on February 3, 2003, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" shall mean the latest date and time to which the exchange offer is extended. See "The Exchange Offer—Expiration Date; Extensions; Amendments."

Conditions to the Exchange Offer

The exchange offer is subject to specific customary conditions that may be waived by us. The exchange offer is not conditioned upon any minimum aggregate principal amount of unregistered notes being tendered for exchange. See "The Exchange Offer—Conditions."

Procedures for Tendering the Unregistered Notes

To accept our exchange offer, you must complete, sign and date the letter of transmittal, or a facsimile in accordance with its instructions, and mail or otherwise deliver the letter of transmittal, or facsimile, together with your unregistered notes and any other required documentation to JPMorgan Chase Bank, as exchange agent, at the address set forth herein. By executing the letter of transmittal, you will represent to and agree with us that, among other things:

(1) the exchange notes to be acquired by you in connection with the exchange offer are being acquired by you in the ordinary course of your business;

(2) if you are not a broker-dealer, you are not currently participating in, do not intend to participate in, and have no arrangement or understanding with any person to participate in, a distribution of the exchange notes;

(3) if you are a broker-dealer registered under the Securities Exchange Act or are participating in the exchange offer for the purpose of distributing the exchange notes, you will comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the exchange notes acquired by you and cannot rely on the

position of the staff of the Securities and Exchange Commission set forth in no-action letters;

(4) you understand that a secondary resale transaction described in clause (3) above and any resales of exchange notes obtained by you in exchange for unregistered notes acquired by you directly from us should be covered by an effective registration statement containing the selling securityholder information required by Item 507 or Item 508, as applicable, of Regulation S-K of the Securities and Exchange Commission; and

(5) you are not our "affiliate" as defined in Rule 405 under the Securities Act.

If you are a broker-dealer that will receive exchange notes for your own account in exchange for unregistered notes that were acquired as a result of market-making activities or other trading activities, you will be required to acknowledge in the letter of transmittal that you will deliver a prospectus in connection with any resale of your exchange notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to be admitting that you are an "underwriter" within the meaning of the Securities Act. See "The Exchange Offer—Procedures for Tendering."

Special Procedures for Beneficial Owners	If your unregistered notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your unregistered notes, you should contact the registered holder promptly and instruct the registered holder to tender your unregistered notes on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your unregistered notes, either make appropriate arrangements to register ownership of the unregistered notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date. See "The Exchange Offer—Procedures for Tendering."
Guaranteed Delivery Procedures	If you wish to tender your unregistered notes but your unregistered notes are not immediately available or you cannot deliver your unregistered notes, the letter of transmittal or any other documentation required by the letter of transmittal to the exchange agent prior to the expiration date, then you must tender your unregistered notes according to the guaranteed delivery procedures listed under "The Exchange Offer—Guaranteed Delivery Procedures."
Acceptance of the Unregistered Notes and Delivery of the Exchange Notes	Subject to the satisfaction or waiver of the conditions to the exchange offer, we will accept for exchange any and all unregistered notes that are properly tendered (and not withdrawn) prior to the expiration date. The exchange notes will be delivered on the earliest practicable date following the expiration date. See "The Exchange Offer—Terms of the Exchange Offer."
Withdrawal Rights	Tenders of unregistered notes may be withdrawn at any time prior to the expiration date. See "The Exchange Offer—Withdrawal of Tenders."
Federal Income Tax Consequences	The exchange of unregistered notes for exchange notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "Federal Income Tax Consequences."
No Cash Proceeds	We will not receive any proceeds from the issuance of the exchange notes.
Exchange Agent	JPMorgan Chase Bank is serving as the exchange agent.

The Exchange Notes

The exchange offer applies to both series of unregistered notes. The form and terms of the respective exchange notes will be identical in all material respects to the form and terms of the corresponding series of unregistered notes, except that the exchange notes will not bear legends restricting their transfer and the holders of the exchange notes will not be entitled to any of the registration rights of holders of the unregistered notes under the registration rights agreement, which rights will terminate upon consummation of the exchange offer. The exchange notes will evidence the same indebtedness as the unregistered notes which they replace and will be issued under, and be entitled to the benefits of, the indenture dated as of November 26, 1996 and supplemented as of August 21, 2002. For a more complete description of the terms of the exchange notes, see "Description of Exchange Notes."

Issuer	Simon Property Group, L.P.
Exchange Notes	$150,000,000 principal amount of 5.375% notes due 2008 and $350,000,000 principal amount of 6.35% notes due 2012.
Maturity Date	The 2008 notes will mature on August 28, 2008 and the 2012 notes will mature on August 28, 2012.
Interest Payment Dates	August 28 and February 28 of each year, beginning February 28, 2003. The unregistered notes tendered for exchange will cease to accrue interest on the day immediately preceding the date of issuance of the exchange notes and the exchange notes will bear interest from their date of issuance. All of this interest on the exchange and unregistered notes will be paid on February 28, 2003.
Ranking	The exchange notes will be unsecured and unsubordinated obligations and will rank equally with each other and with all of our other existing and future unsecured and unsubordinated indebtedness. See "Description of Exchange Notes—General."
	Assuming we had completed the offering of the exchange notes on September 30, 2002, the exchange notes:
	• would have been subordinated to $3.7 billion of total unaudited consolidated mortgage debt; and
	• would have been subordinated to $835 million in total unaudited unsecured debt of our subsidiaries to the extent of their assets.
Optional Redemption	We may redeem some or all of the exchange notes at any time at the redemption prices described under "Description of Exchange Notes—Optional Redemption."
Covenants	The indenture governing the exchange notes contains various covenants including covenants with respect to limitations on the incurrence of debt.
	These covenants are subject to a number of important qualifications and exceptions. See "Description of Exchange Notes—Covenants."

Absence of a Public Market for the Exchange Notes	The exchange notes are new securities. The exchange notes will not be listed on any securities exchange. We cannot assure you that any active or liquid market will develop for the exchange notes. See "Plan of Distribution."
Risk Factors	See "Risk Factors" and the other information in this prospectus for a discussion of factors you should carefully consider before deciding to tender your unregistered notes in the exchange offer.

RISK FACTORS

THE RESTRICTIONS ON TRANSFER OF THE UNREGISTERED NOTES WILL CONTINUE IF THEY ARE NOT TENDERED OR ARE NOT ACCEPTED FOR EXCHANGE.

We will issue the exchange notes in exchange for the unregistered notes timely received by the exchange agent and accompanied by a properly completed and duly executed letter of transmittal and all other documentation. Therefore, if you want to tender your unregistered notes, you must properly complete all documentation and allow sufficient time to ensure timely delivery. Neither we nor the exchange agent is under any duty to give notification of defects or irregularities with respect to your tender of the unregistered notes.

If you do not tender your unregistered notes or they are not accepted by the exchange agent, your unregistered notes will continue to be subject to the existing restrictions upon transfer thereof even after the exchange offer and you will be required, in the absence of an applicable exemption, to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. See "The Exchange Offer." In addition, you will no longer be able to require us to register the unregistered notes under the Securities Act except in the limited circumstances provided under our registration rights agreement.

To the extent that unregistered notes are tendered and accepted in the exchange offer, the trading market for the untendered and the tendered but unaccepted unregistered notes could be adversely affected due to the limited principal amount of the unregistered notes that is expected to remain outstanding following the exchange offer. A small outstanding amount of unregistered notes could result in less demand to purchase unregistered notes, and could, therefore, result in lower prices for the unregistered notes. Moreover, if you do not tender your unregistered notes, you will hold an investment subject to some restrictions on transfer not applicable to the exchange notes and, as a result, you may only be able to sell your unregistered notes at a price that is less than the price available to sellers of the freely tradable exchange notes.

THERE IS NO CURRENT PUBLIC MARKET FOR THE EXCHANGE NOTES.

The exchange notes are a new issue of securities for which there is currently no trading market. We cannot guarantee:

- the liquidity of any market that may develop for the exchange notes;
- your ability to sell the exchange notes; or
- the price at which you would be able to sell the exchange notes.

Liquidity of any market for the exchange notes and future trading prices of the exchange notes will depend on many factors, including:

- prevailing interest rates;
- our operating results; and
- the market for similar securities.

The initial purchasers have advised us that they currently intend to make a market in the exchange notes, but they are not obligated to do so and may cease any market-making at any time without notice.

WE HAVE A SUBSTANTIAL DEBT BURDEN THAT COULD AFFECT OUR FUTURE OPERATIONS.

At September 30, 2002, mortgages and other indebtedness for which we are liable totaled $9.5 billion, of which approximately $804 million matures during 2003. We are subject to the risks normally associated with debt financing, including the risk that our cash flow from operations will be insufficient to meet required debt service. Our debt service costs generally will not be reduced when developments, such as the entry of new competitors or the loss of major tenants, could cause a reduction in income from a property. Should such events occur, our operations may be adversely affected. If a property is mortgaged to secure payment of indebtedness and we are unable to pay that indebtedness, the property could be transferred to the mortgagee resulting in a loss of income and a decline in asset value.

RISING INTEREST RATES COULD ADVERSELY AFFECT OUR DEBT SERVICE COSTS.

At September 30, 2002, approximately $1.5 billion of our total consolidated debt was subject to floating interest rates. In a rising interest rate environment, these debt service costs will increase. In addition, we may not be able to refinance maturing fixed-rate debt on as favorable terms. Increased debt service costs would adversely affect our cash flow.

OUR HEDGING ARRANGEMENTS COULD INCREASE OUR INTEREST RATE RISK.

We use interest rate hedging arrangements to manage our exposure to interest rate volatility, but these arrangements may expose us to additional risks. Although our interest rate risk management policy establishes minimum credit ratings for counterparties, this does not eliminate the risk that a counterparty may fail to honor its obligations. Developing an effective interest rate risk strategy is complex and no strategy can completely insulate us from risks associated with interest rate fluctuations. There can be no assurance that our hedging activities will have the desired beneficial impact on our results of operations or financial condition. These hedging agreements may involve costs, such as transaction fees or breakage costs, if we terminate them.

WE FACE A WIDE RANGE OF COMPETITION THAT COULD AFFECT OUR ABILITY TO OPERATE PROFITABLY.

Shopping malls compete with other retail properties for tenants on the basis of the rent charged and location. The principal competition for existing shopping malls may come from future shopping malls that will be located in the same market areas and from mail order and electronic commerce. There is also considerable competition to acquire desirable real estate. The competition is provided by real estate investment trusts, insurance companies, private pension plans and private developers. Additionally, our credit rating and leverage will affect our competitive position in the public debt markets.

We face competition from other shopping mall developers for the acquisition of prime development sites and for tenants and are subject to the risks of real estate development, including the lack of financing, construction delays, environmental requirements, budget overruns and lease-up. We compete with other real estate operations in seeking management, leasing revenues, land for development and properties for acquisition. In addition, retailers at our properties face increasing competition from discount shopping centers, outlet malls, catalogues, discount shopping clubs and electronic commerce. With respect to many of our properties, there are similar properties within the same market area. The existence of competitive properties affects our ability to lease space and the level of rents we can obtain. Renovations and expansions at competing malls could negatively affect our properties. Increased competition could adversely affect our revenues.

WE ARE SUBJECT TO RISKS THAT AFFECT THE GENERAL RETAIL ENVIRONMENT.

Our concentration in the retail shopping center real estate market means that we are subject to factors that affect the retail environment generally, including the levels of consumer spending and the willingness of retailers to lease space in our shopping centers. These factors include changes in economic conditions, consumer confidence and terrorist activities.

WE MAY NOT BE ABLE TO RENEW LEASES AND RELET SPACE.

We are subject to the risks that, upon expiration of leases for space in our properties, the premises may not be relet or the terms of reletting, including the cost of concessions to tenants, may be less favorable than current lease terms. If we are unable to relet all or a substantial portion of this space or if the rental rates upon such reletting are significantly lower than expected rates, our cash generated before debt repayments and capital expenditures would be adversely affected.

WE DEPEND ON OUR ANCHOR TENANTS TO ATTRACT SHOPPERS.

Regional malls are typically anchored by well-known department stores and other tenants who generate shopping traffic at the mall. The value of our properties would be adversely affected if tenants or anchors failed to meet their contractual obligations, sought concessions in order to continue operations or ceased their operations. If the sales of stores operating in our properties were to decline significantly due to economic conditions, closing of anchors or for other reasons, tenants may be unable to pay their minimum rents or expense recovery charges. In the event of default by a tenant or anchor, we may experience delays and costs in enforcing our rights as landlord.

WE HAVE LIMITED CONTROL WITH RESPECT TO CERTAIN PROPERTIES PARTIALLY OWNED OR MANAGED BY THIRD PARTIES.

At September 30, 2002, we own interests in 82 income-producing properties with other parties. Of those, 15 properties are included in our consolidated financial statements. We account for the other 67 properties under the equity method. Although we have operational control, as general partner or property manager, of 58 of the 67 properties, we do not have sole control over all major decisions, such as selling or refinancing the properties without the consent of the other owners. These limitations may adversely affect our ability to sell these properties at the most advantageous time for us.

REAL ESTATE INVESTMENTS ARE RELATIVELY ILLIQUID.

Our real estate investment properties represent substantially all of our total consolidated assets. Real property investments are relatively illiquid. Our ability to vary our portfolio of properties in response to changes in economic and other conditions is limited. If we want to sell a property, there is no assurance that we will be able to dispose of it in the desired time period or that the sales price of a property will exceed our investment.

YOU MAY NOT BE ABLE TO RECOVER FROM OUR FORMER AUDITORS FOR ANY CLAIMS YOU MAY HAVE RELATING TO OUR AUDITED FINANCIAL STATEMENTS.

Arthur Andersen LLP audited the financial statements and schedule incorporated by reference in this prospectus. Arthur Andersen LLP has ceased offering public accounting services. Because of the circumstances currently affecting Arthur Andersen LLP, it is likely that such firm may not be able to satisfy any claims you may have arising from its provision of auditing services to us, including any claims that may arise out of Arthur Andersen LLP's audit of the financial statements that are incorporated by reference in this prospectus.

On June 10, 2002, we filed a Current Report on Form 8-K announcing we had appointed Ernst & Young LLP to replace Arthur Andersen LLP as our independent auditors for the year ending December 31, 2002.

RECENT DEVELOPMENTS

Simon Property's Tender Offer for Taubman Centers, Inc.

On December 5, 2002, Simon Property Acquisitions, Inc., a wholly owned subsidiary of Simon Property, commenced a tender offer to acquire all of the outstanding shares of Taubman Centers, Inc. at a price of $18.00 per share in cash. The tender offer and withdrawal rights are scheduled to expire on January 17, 2003, unless extended. Previously, Simon Property sent letters to the chief executive officer and the Board of Directors of Taubman Centers offering to acquire that company at $17.50 per share.

As described in the Offer to Purchase relating to the tender offer, it is currently estimated that the total amount of funds required to purchase all of the outstanding shares of common stock of Taubman Centers pursuant to the tender offer and to pay related fees and expenses would be approximately $1,133,000,000, which funds would be provided by us to Simon Property Acquisitions, Inc. We intend to obtain the necessary funds from available cash, working capital, available borrowings under our credit facility and/or one or more new credit facilities on terms and conditions to be determined. If the tender offer is consummated or Simon Property otherwise acquires Taubman Centers, it is possible that Taubman Centers will become our subsidiary or that Taubman Centers' operating partnership or certain other affiliated entities may be merged into us, and we would thus become responsible for all of their liabilities. For a complete description of the terms and conditions of the tender offer, see the Offer to Purchase, which has been filed with the Securities and Exchange Commission as an exhibit to Simon Property's Tender Offer Statement on Schedule TO.

Structural Simplification of Simon Property

On December 19, 2002, in order to simplify Simon Property's operational structure, Simon Property's Board of Directors approved the merger of SPG Realty Consultants, Inc. ("SPG Realty") into Simon Property. SPG Realty had functioned as a "paired-share" affiliate of Simon Property since the 1998 combination with Corporate Property Investors, Inc. Although SPG Realty was able to conduct activities which were not permitted for a REIT, changes in laws since 1998 have significantly diminished the advantages of a paired-REIT structure. All of the outstanding stock of SPG Realty was held in trust for the benefit of Simon Property's common stockholders. The trustee transferred the outstanding SPG Realty stock to Simon Property in consideration of Simon Property's agreement to merge SPG Realty into Simon Property. The merger became effective on December 31, 2002. As a result of the merger, the common stockholders of Simon Property who were previously the beneficial owners of the SPG Realty stock, are now by virtue of their ownership of Simon Property common stock the owners of the assets and operations of SPG Realty.

NO CASH PROCEEDS

We will not receive any proceeds from the issuance of the exchange notes and we have agreed to pay the expenses of the exchange offer. The unregistered notes surrendered in exchange for exchange notes will be cancelled.

We used all of the approximately $494.9 million of net proceeds from the sale of the unregistered notes to repay the $100 million outstanding balance of the $600 million unsecured acquisition facility that we used to finance a portion of our acquisition of assets from Rodamco North America N.V. and reduce the outstanding balance of our $1.25 billion unsecured corporate credit facility by approximately $394.9 million. Affiliates of each of the initial purchasers of the unregistered notes and the exchange agent were lenders under these facilities and received their proportionate share of the repayments.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our historical unaudited ratios of earnings to fixed charges for the periods indicated:

Nine Months Ended September 30		Year Ended December 31,				
2002 (unaudited)	2001 (unaudited)	2001 (unaudited)	2000 (unaudited)	1999 (unaudited)	1998 (unaudited)	1997 (unaudited)
1.79x	1.42x	1.47x	1.53x	1.50x	1.56x	1.68x

For purposes of calculating the ratio of earnings to fixed charges, "earnings" have been computed by adding fixed charges, excluding capitalized interest, to income (loss) from continuing operations including income from minority interests which have fixed charges, and including distributed operating income from unconsolidated joint ventures instead of income from unconsolidated joint ventures. "Fixed charges" consist of interest costs, whether expensed or capitalized, the interest component of rental expenses and amortization of debt issuance costs.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

We sold the two series of unregistered notes on August 21, 2002 to the initial purchasers pursuant to a purchase agreement. The initial purchasers subsequently sold the unregistered notes to qualified institutional buyers as defined in Rule 144A under the Securities Act, in reliance on Rule 144A. As a condition to the sale of the unregistered notes, we and the initial purchasers entered into a registration rights agreement dated as of August 21, 2002. Pursuant to the registration rights agreement, we agreed that, unless the exchange offer is not permitted by applicable law or Securities and Exchange Commission policy, we would:

(1) file with the Securities and Exchange Commission a registration statement under the Securities Act with respect to the exchange notes within 90 days after August 21, 2002;

(2) use our best efforts to cause the registration statement to become effective under the Securities Act within 135 days after August 21, 2002; and

(3) use our best efforts to cause the exchange offer to be consummated within 180 days after August 21, 2002.

A copy of the registration rights agreement has been filed as an exhibit to the registration statement. The registration statement is intended to satisfy our obligations under the registration rights agreement and the purchase agreement.

Resale of the Exchange Notes

Based on interpretations by the staff of the Securities and Exchange Commission in no-action letters issued to third parties, we believe that the exchange notes issued under the exchange offer may be offered for resale, resold or otherwise transferred by each holder of exchange notes, without compliance with the registration and prospectus delivery provisions of the Securities Act, so long as the holder:

- is acquiring the exchange notes in the ordinary course of its business;
- is not participating in, and does not intend to participate in, a distribution of the exchange notes within the meaning of the Securities Act and has no arrangement or understanding with any person to participate in a distribution of the exchange notes within the meaning of the Securities Act;

- is not a broker-dealer who acquires the unregistered notes directly from us for resale under Rule 144A under the Securities Act or any other available exemption under the Securities Act; and
- is not a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with us.

By tendering the unregistered notes in exchange for exchange notes, each holder will be required to represent to us that each of the above statements applies to that holder. If a holder of unregistered notes is participating in or intends to participate in, a distribution of the exchange notes, or has any arrangement or understanding with any person to participate in a distribution of the exchange notes to be acquired in this exchange offer, that holder may be deemed to have received restricted securities and may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission. Any holder so deemed will have to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

Each broker-dealer that receives exchange notes for its own account in exchange for unregistered notes may be deemed to be an underwriter within the meaning of the Securities Act and must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of those exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with offers to resell, resales and other transfers of exchange notes received in exchange for unregistered notes which were acquired by that broker-dealer as a result of market making or other trading activities. We have agreed that we will make this prospectus available to any broker-dealer for a period of time not to exceed 180 days after the completion of the exchange offer for use in connection with any offer to resell, resale or other transfer. Please refer to the section in this prospectus entitled "Plan of Distribution."

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all unregistered notes validly tendered and not withdrawn prior to the expiration date. We will issue $1,000 principal amount of the appropriate series of exchange notes in exchange for each $1,000 principal amount of the corresponding series of unregistered notes surrendered pursuant to the exchange offer. Unregistered notes may be tendered only in integral multiples of $1,000.

The form and terms of each series of the exchange notes are the same as the form and terms of the corresponding series of unregistered notes except that:

(1) the issuance of the exchange notes will be registered under the Securities Act and, therefore, the exchange notes will not bear legends restricting their transfer; and

(2) holders of the exchange notes will not be entitled to any of the rights of holders of unregistered notes under the registration rights agreement, which rights will terminate upon the consummation of the exchange offer.

The exchange notes will evidence the same indebtedness as the unregistered notes they replace and will be issued under, and be entitled to the benefits of, the indenture. Each series of unregistered and exchange notes will be treated as a single class of debt securities under the indenture.

As of the date of this prospectus, $150,000,000 in aggregate principal amount of the unregistered 5.375% notes due 2008 and $350,000,000 in aggregate principal amount of the unregistered 6.35% notes due 2012 are outstanding. Only a registered holder of the unregistered notes, or such holder's legal representative or attorney-in-fact, as reflected on the records of the trustee under the indenture, may participate in the exchange offer. There will be no fixed record date for determining registered holders of the unregistered notes entitled to participate in the exchange offer.

Holders of the unregistered notes do not have any appraisal or dissenters' rights under the indenture in connection with the exchange offer. We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement and the applicable requirements of the Securities Act, the Securities Exchange Act and the rules and regulations of the Securities and Exchange Commission thereunder.

We shall be deemed to have accepted validly tendered unregistered notes when, as and if we have given oral or written notice thereof to the exchange agent. The exchange agent will act as agent for the tendering holders of unregistered notes for the purposes of receiving the exchange notes from us.

Holders who tender unregistered notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of unregistered notes pursuant to the exchange offer. We will pay all charges and expenses, other than applicable taxes described below, in connection with the exchange offer. See "—Fees and Expenses."

Expiration Date; Extensions; Amendments

The term "expiration date" shall mean 5:00 p.m., New York City time on February 3, 2003, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" shall mean the latest date and time to which the exchange offer is extended.

In order to extend the exchange offer, we will:

(1) notify the exchange agent of any extension by oral or written notice; and

(2) mail to the registered holders an announcement thereof which shall include disclosure of the approximate number of each series of unregistered notes deposited to date;

each prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

We reserve the right, in our reasonable discretion:

(1) to delay accepting any unregistered notes;

(2) to extend or amend the exchange offer; or

(3) if any conditions set forth below under "—Conditions" shall not have been satisfied, to terminate the exchange offer by giving oral or written notice of such delay, extension or termination to the exchange agent.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice to the registered holders. If the exchange offer is amended in a manner determined by us to constitute a material change, we will promptly disclose the amendment by means of a prospectus supplement or post-effective amendment to the registration statement that will be distributed to the registered holders, and we will extend the exchange offer for a period of five to ten business days, depending upon the significance of the amendment and the manner of disclosure to the registered holders, if the exchange offer would otherwise expire during that period.

Interest on the Exchange Notes

The exchange notes due 2008 will bear interest at a rate equal to 5.375% per year. The exchange notes due 2012 will bear interest at a rate equal to 6.35% per year. Interest on the exchange notes will be payable semi-annually in arrears on each August 28 and February 28, commencing February 28, 2003. Holders of exchange notes will receive interest on February 28, 2003 from the date of initial issuance of the exchange notes, plus an amount equal to the accrued interest on the applicable series of unregistered notes from the date of issuance to the day preceding the date of exchange for exchange notes. Holders of unregistered notes that are accepted for exchange will be deemed to have waived the right to receive any interest accrued on the unregistered notes.

Procedures for Tendering

To tender your unregistered notes in the exchange offer, you must complete, sign and date the letter of transmittal, or a facsimile, have the signatures thereon guaranteed if required by the letter of transmittal, and mail or otherwise deliver the letter of transmittal or facsimile, or an agent's message together with the certificates representing the unregistered notes being tendered and any other required documents, to the exchange agent for receipt prior to the expiration date. Alternatively, you may either:

(1) send a timely confirmation of a book-entry transfer of your unregistered notes, if this procedure is available, into the exchange agent's account at The Depository Trust Company, or DTC, pursuant to the procedure for book-entry transfer described below, prior to the expiration date; or

(2) comply with the guaranteed delivery procedures described below.

The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from its participant tendering unregistered notes which are the subject of this book-entry confirmation that this participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce this agreement against this participant.

Unless withdrawn prior to the expiration date, your tender will constitute an agreement between you and us in accordance with the terms and subject to the conditions provided in this prospectus and in the letter of transmittal.

THE METHOD OF DELIVERY OF UNREGISTERED NOTES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT YOUR ELECTION AND RISK. INSTEAD OF DELIVERY BY MAIL, WE RECOMMEND THAT YOU USE AN OVERNIGHT OR HAND DELIVERY SERVICE. IF YOU CHOOSE DELIVERY BY MAIL, WE RECOMMEND REGISTERED MAIL, RETURN RECEIPT REQUESTED, AND PROPERLY INSURED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE. YOU SHOULD NOT SEND ANY LETTER OF TRANSMITTAL OR UNREGISTERED NOTES TO US. YOU MAY REQUEST YOUR RESPECTIVE BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES OR NOMINEES TO EFFECT THE ABOVE TRANSACTIONS ON YOUR BEHALF.

If you are the beneficial owner of the unregistered notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your unregistered notes, you should contact the registered holder promptly and instruct the registered holder to tender on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your unregistered notes, either make appropriate arrangements to register ownership of the unregistered notes in your name or obtain a properly

completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an eligible institution, as defined below, unless the unregistered notes are tendered:

- by a registered holder, or by a participant in DTC whose name appears on a security position listing as the owner, who has not completed the box titled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution.

An eligible institution is:

- a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc.;
- a commercial bank or trust company having an office or correspondent in the United States; or
- an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act which is a member of one of the recognized signature guarantee programs identified in the letter of transmittal.

If the letter of transmittal is signed by the registered holder(s) of the unregistered notes tendered, the signature must correspond with the name(s) written on the face of the unregistered notes without alteration, enlargement or any change whatsoever. If the letter of transmittal is signed by a participant in DTC, the signature must correspond with the name as it appears on the security position listing as the holder of the unregistered notes.

If the letter of transmittal is signed by a person other than the registered holder of any unregistered notes listed, the unregistered notes must be endorsed or accompanied by bond powers and a proxy that authorizes that person to tender the unregistered notes on behalf of the registered holder in satisfactory form to us as determined in our sole discretion, in each case as the name of the registered holder or holders appears on the unregistered notes.

If the letter of transmittal or any unregistered notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. Unless waived by us, evidence satisfactory to us of their authority so to act must be submitted with the letter of transmittal.

A tender will be deemed to have been received as of the date when the tendering holder's duly signed letter of transmittal accompanied by the unregistered notes tendered, or a timely confirmation received by a book-entry transfer of unregistered notes into the exchange agent's account at DTC with an agent's message, or a notice of guaranteed delivery from an eligible institution is received by the exchange agent. Issuances of exchange notes in exchange for unregistered notes tendered under a notice of guaranteed delivery by an eligible institution will be made only against delivery of the letter of transmittal, and any other required documents, and the tendered unregistered notes, or a timely confirmation received of a book-entry transfer of unregistered notes into the exchange agent's account at DTC with an agent's message, to the exchange agent.

All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of tendered unregistered notes will be determined by us in our sole discretion. Our determination will be final and binding. We reserve the absolute right to reject any and all unregistered notes not properly tendered or any unregistered notes which, if accepted by us would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular unregistered notes. Our interpretation of the terms and conditions of the exchange offer,

---

including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of unregistered notes must be cured within the time we determine. Although we intend to notify holders of defects or irregularities with respect to tenders of unregistered notes, neither we, the exchange agent nor any other person shall incur any liability for failure to give that notice. Tenders of unregistered notes will not be deemed to have been made until such defects or irregularities have been cured or waived.

While we have no present plan to do so, we reserve the right in our sole discretion to:

- purchase or make offers for any unregistered notes that remain outstanding subsequent to the expiration date or, as described under "—Conditions," to terminate the exchange offer; and

- purchase unregistered notes in the open market, to the extent permitted by applicable law, in privately negotiated transactions or otherwise. The terms of any purchases or offers could differ from the terms of the exchange offer.

By tendering, you will be making several representations to us including that:

(1) the exchange notes to be acquired by you are being acquired by you in the ordinary course of your business;

(2) you are not participating in, and do not intend to participate in, a distribution of the exchange notes;

(3) you have no arrangement or understanding with any person to participate in the distribution of the exchange notes;

(4) you satisfy specific requirements of your state's securities regulations;

(5) if you are a broker-dealer or are participating in the exchange offer for the purposes of distributing the exchange notes, you will comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the exchange notes acquired by you and cannot rely on the position of the staff of the Securities and Exchange Commission set forth in no-action letters issued to third parties;

(6) if you are a broker-dealer, you understand that a secondary resale transaction described in clause (5) above and any resales of exchange notes obtained by you in exchange for unregistered notes acquired by you directly from us should be covered by an effective registration statement containing the selling securityholder information required by Item 507 or Item 508, as applicable, of Regulation S-K under the Securities Act; and

(7) you are not our affiliate as defined in Rule 405 under the Securities Act.

If you are a broker-dealer that will receive exchange notes for your own account in exchange for unregistered notes that were acquired as a result of market-making activities or other trading activities, you will also be required to acknowledge in the letter of transmittal that you will deliver a prospectus in connection with any resale of those exchange notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an underwriter within the meaning of the Securities Act.

Return of Unregistered Notes

If any tendered unregistered notes are not accepted by us or the exchange agent for any reason, or if unregistered notes are withdrawn or are submitted for a greater principal amount than you desire to exchange, the unaccepted, withdrawn or non-exchanged unregistered notes will be returned to you without expense to you. In the case of unregistered notes tendered by book-entry transfer into the

---

exchange agent's account at DTC pursuant to the book-entry transfer procedures described below, those unregistered notes will be credited to the appropriate account maintained with DTC.

Book-Entry Transfer

The exchange agent will make a request to establish an account with respect to the unregistered notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in DTC's systems may make book-entry delivery of unregistered notes by causing DTC to transfer the unregistered notes into the exchange agent's account in accordance with DTC's procedures for transfer.

However, although delivery of unregistered notes may be effected through book-entry transfer, an agent's message or the letter of transmittal or facsimile, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the exchange agent at the address set forth below under "—Exchange Agent" on or prior to the expiration date or pursuant to the guaranteed delivery procedures described below. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

Guaranteed Delivery Procedures

If you are a registered holder and wish to tender your unregistered notes and (a) your unregistered notes are not immediately available or (b) you cannot deliver your unregistered notes, the letter of transmittal or any other required documents to the exchange agent prior to the expiration date, or (c) the procedures for book-entry transfer cannot be completed on a timely basis and an agent's message delivered, you may effect a tender if:

(1) you tender through an eligible institution;

(2) prior to the expiration date, the exchange agent receives from the eligible institution a properly completed and duly executed notice of guaranteed delivery substantially in the form provided by us, by facsimile transmission, mail or hand delivery, containing your name and address, the certificate numbers of your unregistered notes and the principal amount of unregistered notes tendered, stating that the tender is being made thereby and guaranteeing that, within three New York Stock Exchange ("NYSE") trading days from the date of the notice of guaranteed delivery, the letter of transmittal or a facsimile, together with the certificates representing the unregistered notes in proper form for transfer or a book-entry confirmation, as the case may be, and any other documents required by the letter of transmittal, will be deposited by the eligible institution with the exchange agent; and

(3) a properly executed letter of transmittal or facsimile thereof, as well as the certificates representing all tendered unregistered notes in proper form for transfer and all other documents required by the letter of transmittal are received by the exchange agent within three NYSE trading days from the date of the notice of guaranteed delivery.

Withdrawal of Tenders

Except as otherwise provided herein, you may withdraw tenders of unregistered notes at any time prior to 5:00 p.m. on the expiration date.

To withdraw a tender of unregistered notes in the exchange offer, you must send a written or facsimile transmission notice of withdrawal to the exchange agent at its proper address prior to the expiration date. Any notice of withdrawal must:

(1) specify the name of the person having tendered the unregistered notes to be withdrawn;

---

(2) identify the unregistered notes to be withdrawn, including the certificate number or numbers and principal amount of the unregistered notes;

(3) be signed by the person having tendered the unregistered notes to be withdrawn in the same manner as the original signature on the letter of transmittal by which these unregistered notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to permit the trustee with respect to the unregistered notes to register the transfer of these unregistered notes into the name of the person having made the original tender and withdrawing the tender;

(4) specify the name in which these unregistered notes are to be registered, if different from that of the person having tendered the unregistered notes to be withdrawn; and

(5) if applicable because the unregistered notes have been tendered under the book-entry procedures, specify the name and number of the participant's account at DTC to be credited, if different than that of the person having tendered the unregistered notes to be withdrawn.

All questions as to the validity, form and eligibility, including time of receipt, of withdrawal notices will be determined by us in our sole discretion. Our determination will be final and binding on all parties. Any unregistered notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no exchange notes will be issued unless the unregistered notes so withdrawn are validly retendered. Properly withdrawn unregistered notes may be retendered by following one of the procedures described above under "Procedures for Tendering" at any time prior to the expiration date.

Conditions

Notwithstanding any other term of the exchange offer, we shall not be required to accept for exchange, or exchange the exchange notes for, any unregistered notes, and may terminate or amend the exchange offer as provided in this prospectus before the acceptance of such unregistered notes, if the exchange offer violates applicable law, rules or regulations or an applicable interpretation of the staff of the Securities and Exchange Commission.

If we determine in our sole discretion that any of these conditions are not satisfied, we may:

(1) refuse to accept any unregistered notes and return all tendered unregistered notes to the tendering holders;

(2) extend the exchange offer and retain all unregistered notes tendered prior to the expiration of the exchange offer, subject, however, to the rights of holders to withdraw such unregistered notes; or

(3)

waive such unsatisfied conditions with respect to the exchange offer and accept all properly tendered unregistered notes that have not been withdrawn.

If our waiver constitutes a material change to the exchange offer, we will promptly disclose our waiver by means of a prospectus supplement or post-effective amendment that will be distributed to the registered holders of the unregistered notes, and we will extend the exchange offer for a period of five to ten business days, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the exchange offer would otherwise expire during that period.

Termination of Specific Rights

All rights under the registration rights agreement, including registration rights, of holders of the unregistered notes eligible to participate in the exchange offer will terminate upon consummation of the exchange offer except with respect to our continuing obligations to:

(1) indemnify holders and specific parties related to the holders against specific liabilities, including liabilities under the Securities Act;

(2) provide, upon the request of any holder of a transfer-restricted unregistered note, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of the holder's unregistered notes pursuant to Rule 144A;

(3) provide copies of the latest version of the prospectus to broker-dealers upon their request for a period of up to one year after the expiration date; and

(4) use our best efforts, under specific circumstances, to file a shelf registration statement and keep the registration statement effective to the extent necessary to ensure that it is available for resales of transfer-restricted unregistered notes by broker-dealers for a period of up to two years.

Exchange Agent

We have appointed JPMorgan Chase Bank as exchange agent for the exchange offer. You should direct all questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notice of guaranteed delivery to the exchange agent as follows:

By Mail, Hand or Overnight Courier:
JPMorgan Chase Bank
Institutional Trust Services—MMO
4 New York Plaza, 13th Floor
New York, NY 10004
Attention: Victor Matis

Facsimile Transmission Number:
(For Eligible Institutions Only)
(212) 623-8470

Confirm by Telephone:
(212) 623-8286
Contact: Victor Matis

Fees and Expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, additional solicitation may be made by telegraph, telephone or in person by our and our affiliates' officers and regular employees.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or others soliciting acceptances of the exchange offer. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection with the exchange offer.

We will pay all cash expenses to be incurred in connection with the exchange offer including registration fees, fees and expenses of the exchange agent and the trustee, accounting and legal fees and printing costs, among others.

We will pay all transfer taxes, if any, applicable to the exchange of unregistered notes pursuant to the exchange offer. If, however, transfer taxes are imposed for any reason other than the exchange of the unregistered notes pursuant to the exchange offer, then the amount of any such transfer taxes, whether imposed on the registered holder or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Your Failure to Participate in the Exchange Offer Will Have Adverse Consequences

The unregistered notes that are not exchanged for the exchange notes pursuant to the exchange offer will remain restricted securities. Accordingly, such unregistered notes may be resold by you only:

(1) to a person whom you reasonably believe is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A;

(2) in a transaction meeting the requirements of Rule 144 under the Securities Act;

(3) outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act;

(4) in accordance with another exemption from the registration requirements of the Securities Act, and based upon an opinion of counsel if we so request;

(5) to us; or

(6) pursuant to an effective registration statement and, in each case, in accordance with any applicable securities laws of any state of the United States or any other applicable jurisdiction.

In addition, you will no longer be able to obligate us to register the unregistered notes under the Securities Act except in the limited circumstances provided under our registration rights agreement. The restrictions on transfer of your unregistered notes arise because we issued the unregistered notes under exemptions from, or in transactions outside the registration requirements of the Securities Act and applicable state securities laws. In addition, if you want to exchange your unregistered notes in the exchange offer for the purpose of participating in a distribution of the exchange notes, you may be deemed to have received registered securities, and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. To the extent the unregistered notes are tendered and accepted in the exchange offer, the trading market, if any, for the unregistered notes would be adversely affected. Please refer to the section in this prospectus entitled "Risk Factors."

You are urged to consult your financial and tax advisors in making your own decisions on whether to participate in the exchange offer.

Accounting Treatment

For accounting purposes, we will recognize no gain or loss as a result of the exchange offer. The expenses of the exchange offer will be amortized over the term of the exchange notes.

DESCRIPTION OF EXCHANGE NOTES

General

The following is a description of the terms of the 5.375% notes due 2008 and 6.35% notes due 2012 offered in exchange for our unregistered notes of the same maturities and interest rates. The form and terms of each series of the exchange notes are the same as the form and terms of the corresponding series of unregistered notes, except that the exchange notes have been registered under

the Securities Act, will not bear legends restricting the transfer of the notes and will not be entitled to registration rights under the registration rights agreement. As used in this section, the terms "note," "notes," "2008 notes" and "2012 notes" refer to the exchange notes.

The notes are two series of debt securities to be issued pursuant to an indenture dated as of November 26, 1996, between us and JPMorgan Chase Bank (formerly, The Chase Manhattan Bank), as trustee (the "Trustee"), and supplemented on August 21, 2002 (the "Indenture"). The terms of the notes include those provisions contained in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939. The notes are subject to all those terms, and holders of notes are referred to the Indenture and the Trust Indenture Act for a statement of the terms. The following summary of specified provisions of the Indenture does not purport to be complete and is subject to and qualified in its entirety by reference to the Indenture, including the definitions therein of some of the terms used below. Capitalized terms not defined where first used are defined below under the heading "Definitions."

The notes will be our direct, unsecured and unsubordinated obligations and will rank equally with all our other unsecured and unsubordinated indebtedness from time to time outstanding, and the notes will be effectively subordinated to the claims of mortgage lenders holding our secured indebtedness, as to the specific property securing each lender's mortgage and to claims of creditors of our subsidiaries to the extent of the assets of those subsidiaries. As of September 30, 2002, the total unaudited consolidated mortgage debt on our properties was approximately $3.7 billion and our subsidiaries had approximately $835 million in total unaudited unsecured debt. Subject to specified limitations in the Indenture and as described below under "Covenants," the Indenture permits us to incur additional secured and unsecured indebtedness.

The 2008 notes will mature on August 28, 2008 and the 2012 notes will mature on August 28, 2012 (each, a "Maturity Date"). The notes will not be subject to any sinking fund provisions and will not be convertible into or exchangeable for any of our equity interests. The notes will be issued only in fully registered book-entry form without coupons, in denominations of $1,000 and integral multiples of $1,000.

Except as described below under "Covenants—Limitations on Incurrence of Debt" and "—Merger, Consolidation or Sale," the Indenture does not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of the notes protection in the event of:

(1) a highly leveraged or similar transaction involving us or any of our affiliates;

(2) a change of control; or

(3) a reorganization, restructuring, merger or similar transaction involving us that may adversely affect the holders of the notes.

Restrictions on the ownership and transfer of the shares of common stock of Simon Property designed to preserve its status as a REIT, however, may act to prevent or hinder a change of control. Simon Property and its management have no present intention of engaging in a transaction which would result in Simon Property or us being highly leveraged or that would result in a change of control.

Principal and Interest

The 2008 notes will bear interest at 5.375% per year and the 2012 notes will bear interest at 6.35% per year, in each case, from August 21, 2002 or from the immediately preceding Interest Payment Date to which interest has been paid, payable semi-annually in arrears on February 28 and August 28, commencing February 28, 2003 (each, an "Interest Payment Date"), and on a Maturity Date, to the persons (the "Holders") in whose names the notes are registered in the Security Register at the close of business 15 calendar days prior to the payment date (each, a "Regular Record Date"), regardless of whether that day is a Business Day. Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months.

The principal of each note payable on a Maturity Date will be paid against presentation and surrender of the note at the corporate trust office of the Trustee, located initially at JPMorgan Chase Bank, 4 New York Plaza, 15th Floor, New York, New York 10004, in the coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

If any Interest Payment Date or a Maturity Date falls on a day that is not a Business Day, the required payment will be made on the next Business Day as if it were made on the date the payment was due and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or Maturity Date, as the case may be. "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City are authorized or required by law, regulation or executive order to close.

Further Issues

We may, from time to time, without the consent of existing note holders, create and issue further notes having the same terms and conditions as either of the series of the notes in all respects, except for issue date, issue price and the first payment of interest thereon. Additional notes issued in this manner will be consolidated with and will form a single series with the previously outstanding series of notes.

Optional Redemption

We may redeem the notes of either series at any time at our option, in whole or from time to time in part, at a redemption price equal to the sum of:

(1) the principal amount of the notes being redeemed plus accrued interest thereon to the redemption date; and

(2) the Make-Whole Amount, as defined below, if any, with respect to the notes (the "Redemption Price").

If we have given notice of redemption as provided in the Indenture and have made funds available on the redemption date referred to in the notice for the redemption of any notes of either series called for redemption, the notes of that series will cease to bear interest on the date fixed for the redemption specified in the notice and the only right of the Holders of the notes of that series from and after the redemption date will be to receive payment of the Redemption Price upon surrender of the notes in accordance with the notice.

We will give notice of any optional redemption of any notes of either series to Holders of that series, at their addresses, as shown in the Security Register for the notes, not more than 60 nor less than 30 days prior to the date fixed for redemption. The notice of redemption will specify, among other items, the Redemption Price and principal amount of the notes held by the Holder to be redeemed.

If less than all of the notes of either series are to be redeemed at our option, we will notify the Trustee at least 45 days prior to giving notice of redemption, or a shorter period as may be satisfactory to the Trustee, of the aggregate principal amount of notes of the series to be redeemed, if less than all of the notes of that series are to be redeemed, and their redemption date. The Trustee will select, in the manner it deems fair and appropriate, no less than 60 days prior to the date of redemption, the notes of that series to be redeemed in whole or in part.

As used herein:

"Make-Whole Amount" means, in connection with any optional redemption or accelerated payment of any notes, the excess, if any, of:

(1) the aggregate present value as of the date of redemption or accelerated payment of each dollar of principal being redeemed and the amount of interest, exclusive of interest accrued to the date of redemption or accelerated payment, that would have been payable in respect of each dollar if the redemption had not been made, determined by discounting, on a semi-annual basis, the principal and interest at the Reinvestment Rate, determined on the third Business Day preceding the date notice of the redemption or accelerated payment is given, from the respective dates on which the principal and interest would have been payable if the redemption or accelerated payment had not been made, to the date of redemption or accelerated payment, over

(2) the aggregate principal amount of the notes being redeemed.

"Reinvestment Rate" means the yield on Treasury securities at a constant maturity corresponding to the remaining life (as of the date of redemption or accelerated payment, and rounded to the nearest month) to stated maturity of the principal being redeemed (the "Treasury Yield"), plus 0.35%. For purposes hereof, the Treasury Yield will be equal to the arithmetic mean of the yields published in the Statistical Release under the heading "Week Ending" for "U.S. Government Securities—Treasury Constant Maturities" with a maturity equal to the remaining life; provided, that if no published maturity exactly corresponds to the remaining life, then the Treasury Yield will be interpolated or extrapolated on a straight-line basis from the arithmetic means of the yields for the next shortest and next longest published maturities. For purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make-Whole Amount will be used. If the format or content of the Statistical Release changes in a manner that precludes determination of the

Treasury Yield in the above manner, then the Treasury Yield will be determined in the manner that most closely approximates the above manner, as we reasonably determine.

"Statistical Release" means the statistical release designated "H.15(519)" or any successor publication that is published weekly by the Federal Reserve System and that reports yields on actively traded United States government securities adjusted to constant maturities, or, if that statistical release is not published at the time of any required determination under the Indenture, then another reasonably comparable index which we will designate.

No Guarantee by Predecessor Operating Partnership

The Indenture indicates that Simon Property Group, L.P., a predecessor operating partnership subsidiary of Simon Property, would guarantee the payment of any securities issued under the Indenture. Effective December 31, 1997, this predecessor operating partnership was merged into us. As a result, we acquired all of the assets and partnership interests it previously owned and its obligations as guarantor under the Indenture were terminated.

Covenants

The Indenture contains various covenants, including the following:

Limitations on Incurrence of Debt. We will not, and will not permit any Subsidiary to, incur any Debt, other than Intercompany Debt, if, immediately after giving effect to the incurrence of that Debt and the application of the net proceeds therefrom, the aggregate principal amount of all outstanding Debt is greater than 60% of the sum of:

(1) our Adjusted Total Assets as of the end of the most recent fiscal quarter ended prior to the incurrence of the additional Debt; and

(2) Any increase in Adjusted Total Assets from the end of that quarter, including, without limitation, any pro forma increase in Adjusted Total Assets resulting from the application of the proceeds of the additional Debt.

In addition, we will not, and will not permit any Subsidiary to, incur any Secured Debt if, immediately after giving effect to the incurrence of the additional Secured Debt, and the application of the net proceeds thereof, the aggregate principal amount of all outstanding Secured Debt is greater than 55% of the sum of:

(1) our Adjusted Total Assets as of the end of the most recent fiscal quarter ended prior to the incurrence of the additional Secured Debt; and

(2) any increase in the Adjusted Total Assets from the end of that quarter, including, without limitation, any pro forma increase from the application of the proceeds of such additional Secured Debt.

In addition to the foregoing limitations on the incurrence of Debt, we will not, and will not permit any Subsidiary to, incur any Debt if the ratio of Annualized EBITDA After Minority Interest to Interest Expense for the period consisting of the four consecutive fiscal quarters most recently ended prior to the date on which such additional Debt is to be incurred would have been less than 1.75 to 1 on a pro forma basis after giving effect to the incurrence of such Debt and to the application of the proceeds therefrom, and calculated on the assumption that:

(1) the Debt and any other Debt incurred by us and our Subsidiaries since the first day of the four-quarter period, which was outstanding at the end of that period, had been incurred at the beginning of that period and continued to be outstanding throughout that period, and the application of the proceeds of that Debt, including to refinance other Debt, had occurred at the beginning of that period;

(2) the repayment or retirement of any other Debt repaid or retired by us or our Subsidiaries since the first day of the four-quarter period occurred at the beginning of that period, except that, in determining the amount of Debt so repaid or retired, the amount of Debt under any revolving credit facility will be computed based upon the average daily balance of that Debt during that period;

(3) any income earned as a result of any assets being placed in service since the end of the four-quarter period had been earned, on an annualized basis, during that period; and

(4) in the case of any acquisition or disposition by us or any Subsidiary of any asset or group of assets since the first day of that four-quarter period, including, without limitation, by merger, stock purchase or sale, or asset purchase or sale, that the acquisition or disposition and any related repayment of Debt had occurred as of the first day of that period with the appropriate adjustments to revenues, expenses and Debt levels with respect to that increase, decrease or other acquisition or disposition being included in that pro forma calculation.

For purposes of the foregoing provisions regarding the limitation on the incurrence of Debt, Debt shall be deemed to be "incurred" by us or a Subsidiary whenever we or our Subsidiary creates, assumes, guarantees or otherwise becomes liable in respect of that Debt.

Maintenance of Total Unencumbered Assets. We will at all times maintain Unencumbered Assets of not less than 150% of the aggregate outstanding principal amount of all of our outstanding Unsecured Debt.

Merger, Consolidation or Sale. We may consolidate with, or sell, lease or convey all or substantially all of our assets to, or merge with or into any other entity, provided that:

(1) either we will be the continuing entity, or the successor entity will be an entity organized and existing under U.S. laws and the successor entity expressly assumes payment of the principal of, and premium or Make-Whole Amount, if any, and any interest on all of the notes and the due and punctual performance and observance of all of the covenants and conditions contained in the Indenture;

(2) immediately after giving effect to the transaction and treating any indebtedness which becomes our obligation or the obligation of a Subsidiary as a result thereof as having been incurred by us or that Subsidiary at the time of the transaction, no Event of Default, and no event which, after notice or the lapse of time, or both, would become an Event of Default, will have occurred and be continuing; and

(3) an officer's certificate and legal opinion covering these conditions is delivered to the Trustee.

Existence. Except as described under "Merger, Consolidation or Sale," above, we will do or cause to be done all things necessary to preserve and keep in full force and effect our existence, rights (by partnership agreement and statute) and franchises; provided, however, that we will not be required to preserve any right or franchise if we determine that its loss is not disadvantageous in any material respect to the Holders of the notes.

Maintenance of Properties. We will cause all of our material properties used or useful in the conduct of our business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in our reasonable judgment may be necessary so that the business carried on in connection therewith may be properly conducted at all times; provided, however, that we and our Subsidiaries will not be prevented from selling or otherwise disposing of any properties for value in the ordinary course of business.

Insurance. We will, and will cause each of our Subsidiaries to, keep in force insurance policies on all our insurable properties issued by financially sound and reputable companies protecting against loss or damage at least equal to their then full insurable value (subject to reasonable deductibles determined by us).

Payment of Taxes and Other Claims. We will pay or discharge or cause to be paid or discharged, before the same become delinquent:

(1) all taxes, assessments and governmental charges levied or imposed upon us or any Subsidiary or upon our income, profits or property or upon any Subsidiary's income, profits or property; and

(2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon our property or the property of any Subsidiary;

provided, however, that we will not be required to pay or discharge or cause to be paid, or discharged any tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

Provision of Financial Information. Whether or not we are subject to Section 13 or 15(d) of the Securities Exchange Act, we will, to the extent permitted under the Securities Exchange Act, file with the SEC the annual reports, quarterly reports and other documents which we would have been required to file with the SEC pursuant to Sections 13 or 15(d) if we were so subject (the "Financial Information"), those documents to be filed with the SEC on or prior to the respective dates (the "Required Filing Dates") by which we would have been required to file those documents if we were subject to Sections 13 or 15(d). We also will in any event

(1) within 15 days of each Required Filing Date:

(x) transmit by mail to all Holders of notes, as their names and addresses appear in the Security Register, without cost to the Holders, copies of the Financial Information; and

(y) file with the Trustee copies of the Financial Information; and

(2) if we are not permitted to file these documents with the SEC under the Securities Exchange Act, we will supply copies of the documents to any prospective Holder promptly upon written request and payment of the reasonable cost of duplication and delivery.

Definitions. As used in the Indenture and the description of the Indenture in this prospectus:

"*Adjusted Total Assets*" as of any date means the sum of:

(1) the amount determined by multiplying the sum of the shares of common stock of Old Simon Property issued in the IPO and the units of its operating partnership not held by Old Simon Property outstanding on the date of the IPO, by $22.25 (the "IPO Price");

(2) the principal amount of the outstanding consolidated debt of Old Simon Property on the date of the IPO, less any portion applicable to minority interests;

(3) the Partnership's allocable portion, based on its ownership interest, of outstanding indebtedness of unconsolidated joint ventures on the date of the IPO;

(4) the purchase price or cost of any real estate assets acquired (including the value, at the time of such acquisition, of any units of the Partnership or shares of common stock of Simon Property or Old Simon Property issued in connection therewith) or developed after the IPO by the Partnership or any Subsidiary, less any portion attributable to minority interests, plus the Partnership's allocable portion, based on its ownership interest, of the purchase price or cost of any real estate assets acquired or developed after the IPO by any unconsolidated joint venture;

(5) the value of the DRC Merger computed as the sum of (a) the purchase price including all related closing costs and (b) the value of all outstanding indebtedness assumed in the DRC Merger less any portion attributable to minority interests, including the Partnership's allocable share, based on its ownership interest, of outstanding indebtedness of unconsolidated joint ventures assumed in the DRC Merger at the DRC Merger date; and

(6)

working capital of the Partnership; subject, however, to reduction by the amount of the proceeds of any real estate assets disposed of after the IPO by the Partnership or any Subsidiary, less any portion applicable to minority interests, and by the Partnership's allocable portion based on its ownership interest, of the proceeds of any real estate assets disposed of after the IPO by unconsolidated joint ventures.

"*Annualized EBITDA*" means earnings before interest, taxes, depreciation and amortization for all properties with other adjustments as are necessary to exclude the effect of items classified as extraordinary items in accordance with generally accepted accounting principles, adjusted to reflect the assumption that (1) any income earned as a result of any assets having been placed in service since the end of such period had been earned, on an annualized basis, during such period, and (2) in the case of any acquisition or disposition by the Partnership, any Subsidiary or any unconsolidated joint venture in which the Partnership or any Subsidiary owns an interest, of any assets since the first day of such period, such acquisition or disposition and any related repayment of Debt had occurred as of the first day of such period with the appropriate adjustments with respect to such acquisition or disposition.

"*Annualized EBITDA After Minority Interest*" means Annualized EBITDA after distributions to third party joint venture partners.

"*Debt*" means any indebtedness of us and our Subsidiaries, on a consolidated basis, less any portion attributable to minority interests, plus our allocable portion, based on our ownership interest, of indebtedness of unconsolidated joint ventures, whether or not contingent, in respect of:

(1) borrowed money evidenced by bonds, notes, debentures or similar instruments as determined in accordance with GAAP;

(2) indebtedness secured by any mortgage, pledge, lien, charge, encumbrance or any security interest existing on property owned by us or any Subsidiary, directly or indirectly through unconsolidated joint ventures, as determined in accordance with GAAP;

(3) reimbursement obligations, contingent or otherwise, in connection with any letters of credit actually issued or amounts representing the balance deferred and unpaid of the purchase price of any property except any balance that constitutes an accrued expense or trade payable; and

(4) any lease of property by us, any Subsidiary or any unconsolidated joint venture as lessee which is reflected on our consolidated balance sheet or that joint venture's balance sheet as a capitalized lease in accordance with GAAP;

and also includes, to the extent not otherwise included, any obligation of us or any Subsidiary to be liable for, or to pay, as obligor, guarantor or otherwise, other than for purposes of collection in the ordinary course of business, indebtedness of another person (other than us or any Subsidiary) described in clauses (1) through (4) (or in the case of an obligation made jointly with another person our allocable portion based on our ownership interest in the related real estate assets).

"*DRC Merger*" means the merger of Old Simon Property and DeBartolo Realty Corporation and related transactions consummated on August 9, 1996, pursuant to the Agreement and Plan of Merger between Old Simon Property and DeBartolo Realty Corporation.

"*GAAP*" means generally accepted accounting principles.

"*Intercompany Debt*" means Debt to which the only parties are us, Simon Property and any of our and Simon Property's Subsidiaries, but only so long as that Debt is held solely by any of us, Simon Property and any Subsidiary and, provided that, in the case of Debt owed by us to any Subsidiary, the Debt is subordinated in right of payment to the holders of the notes.

"*Interest Expense*" includes our pro rata share of joint venture interest expense and is reduced by amortization of debt issuance costs.

"*IPO*" means the initial public offering of Old Simon Property.

"*Old Simon Property*" means SPG Properties, Inc., a Maryland corporation, formerly known as "Simon Property Group, Inc.," which was merged with and into Simon Property effective July 1, 2001.

"*Secured Debt*" means Debt secured by any mortgage, lien, pledge, encumbrance or security interest of any kind upon any of our property or the property of any Subsidiary.

"*Security Register*" means a register maintained at a place of payment for the registration and transfer of the notes.

"*Subsidiary*" means a corporation, partnership, joint venture, limited liability company or other entity, a majority of the outstanding voting stock, partnership interests or membership interests, as the case may be, of which is owned or controlled, directly or indirectly, by us or by one or more of our Subsidiaries. For the purposes of this definition, "voting stock" means stock having the voting power for the election of directors, or trustees, as the case may be, whether at all times or only so long as no senior class of stock has the voting power by reason of any contingency.

"*Unencumbered Annualized EBITDA After Minority Interest*" means Annualized EBITDA After Minority Interest less any portion thereof attributable to assets serving as collateral for Secured Debt.

"*Unencumbered Assets*" as of any date shall be equal to Adjusted Total Assets as of such date multiplied by a fraction, the numerator of which is Unencumbered Annualized EBITDA After Minority Interest and the denominator of which is Annualized EBITDA After Minority Interest.

"*Unsecured Debt*" means our Debt or Debt of any of our Subsidiaries that is not Secured Debt.

Compliance with the covenants described in this prospectus and with respect to the notes generally may not be waived by us, or by the Trustee unless the Holders of at least a majority in principal amount of all outstanding notes consent to the waiver.

Modification of the Indenture

Modifications and amendments of the Indenture may be made only with the consent of the Holders of not less than a majority in principal amount of all Outstanding Debt Securities (as defined in the Indenture) affected by the modification or amendment (voting as a single class); provided, however, that no such modification or amendment may, without the consent of the Holder of each Debt Security affected thereby:

(1) change the stated maturity of the principal of, or premium or Make-Whole Amount, if any, on, or any installment of interest on, any Debt Security;

(2) reduce the principal amount of, or the rate or amount of interest on, or any premium payable on redemption of the Debt Security or reduce the amount of principal of an Original Issue Debt Security (as defined in the Indenture) that would be due and payable upon acceleration of maturity or that would be provable in bankruptcy, or adversely affect any right of repayment at the option of the Holder of any Debt Securities;

(3) change the place of payment, or the coin or currency, for payment of principal or premium, if any, or interest on the Debt Securities;

(4) impair the right to institute suit for the enforcement of any payment on or with respect to the notes on or after the stated maturity of any Debt Security;

(5) reduce the above-stated percentage in principal amount of Outstanding Debt Securities the consent of whose Holders is necessary to modify or amend the Indenture, for any waiver with respect to the Debt Securities, or to waive compliance with specified provisions of the Indenture or specified defaults and consequences thereunder or to reduce the quorum or voting requirements set forth in the Indenture; or

(6) modify any of the foregoing provisions or any of the provisions relating to the waiver of specified past defaults or specified covenants, except to increase the required percentage to effect the action or to provide that specified other provisions of the Indenture may not be modified or waived without the consent of the Holder of each affected Outstanding Debt Security.

The Holders of not less than a majority in principal amount of a series of outstanding notes have the right to waive compliance by us with covenants relating to those notes in the Indenture.

Modifications and amendments of the Indenture may be permitted to be made by us and the Trustee without the consent of any Holder of Debt Securities for any of the following purposes:

(1) to evidence the succession of another person to us as obligor under the Indenture;

(2) to add to our covenants for the benefit of the Holders of any series of Debt Securities or to surrender any right or power conferred upon us in the Indenture;

(3) to add Events of Default for the benefit of the Holders of any series of Debt Securities;

(4) to add or change any provisions of the Indenture to facilitate the issuance of, or to liberalize certain terms of, Debt Securities in bearer form, or to permit or facilitate the issuance of Debt Securities in uncertificated form, provided that the action shall not adversely affect the interests of the Holders of Debt Securities of any series in any material respect;

(5) to change or eliminate any provisions of the Indenture, provided that any change or elimination shall become effective only when the Outstanding Debt Securities are not entitled to the benefit of that provision;

(6) to secure the Debt Securities;

(7) to establish the form or terms of the Debt Securities of any series;

(8) to provide for the acceptance of appointment under the Indenture by a successor Trustee or facilitate the administration of the trust under the Indenture by more than one Trustee;

(9) to cure any ambiguity, defect or inconsistency in the Indenture, provided that the action is not inconsistent with the provisions of the Indenture and will not adversely affect the interests of Holders of Debt Securities of any series in any material respect; or

(10) to supplement any of the provisions of the Indenture to the extent necessary to permit or facilitate defeasance and discharge of Debt Securities, provided that the action will not adversely affect the interests of the Holders of the Debt Securities of any series in any material respect.

The Indenture provides that in determining whether the Holders of the requisite principal amount of a series of outstanding Debt Securities have given any request, demand, authorization, direction, notice, consent or waiver thereunder or whether a quorum is present at a meeting of holders of those Debt Securities, (1) the principal amount of an Original Issue Discount Security that shall be deemed to be Outstanding shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon acceleration of the maturity thereof, (2) the principal amount of a note denominated in a foreign currency that shall be deemed Outstanding shall be the U.S. dollar equivalent, determined on the issue date for that note, of the principal amount (or, in the case of an Original Issue Discount Security, the U.S. dollar equivalent on the issue date of such note of the amount determined as provided in (1) above) of that note, (3) the principal amount of an Indexed Security that shall be deemed Outstanding shall be the principal face amount of such Indexed Security at original issuance, unless otherwise provided with respect to such Indexed Security pursuant to the

Indenture, and (4) securities owned by the Partnership or any other obligor upon the securities or any affiliate of the Partnership or of such other obligor shall be disregarded.

The Indenture contains provisions of convening meetings of the holders of Debt Securities of a series issuable, in whole or in part, as Bearer Securities. A meeting will be permitted to be called at any time by the Trustee, and also, upon request, by the Partnership or the holders of at least 10% in principal amount of the Outstanding Debt Securities of such series, in any such case upon notice given as provided in the Indenture. Except for any consent that must be given by the holder of each Debt Security affected by certain modifications and amendments of the Indenture, any resolution presented at a meeting or adjourned meeting duly reconvened at which a quorum is present will be permitted to be adopted by the affirmative vote of the holders of a majority in principal amount of the Outstanding Debt Securities of that series; provided, however, that, except as referred to above, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that may be made, given or taken by the holders of a specified percentage in principal amount of the Outstanding Debt Securities of a series may be adopted at a meeting at which a quorum is present by the affirmative vote of the holders of such specified percentage in principal amount of the Outstanding Debt Securities of that series. Any resolution passed or decision taken at any meeting of holders of Debt Securities of any series duly held in accordance with the Indenture will be binding on all holders of Debt Securities of that series. The quorum at any meeting called to adopt a resolution, and at any reconvened meeting, will be persons holding or representing a majority in principal amount of the Outstanding Debt Securities of a series; provided, however, that if any action is to be taken at such meeting with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which may be made, given or taken by the holders of not less than a specified percentage in principal amount of the Outstanding Debt Securities of a series, then with respect to such action (and only such action) the persons holding or representing such specified percentage in principal amount of the Outstanding Debt Securities of such series will constitute a quorum.

Notwithstanding the foregoing provisions, the Indenture provides that if any action is to be taken at a meeting of Holders of Debt Securities of any series with respect to any request, demand, authorization, direction, notice, consent, waiver or other action that the Indenture expressly provides may be made, given or taken by the Holders of a specified percentage in principal amount of all Outstanding Debt Securities affected thereby, or the Holders of that series and any other series:

(1) there will be no minimum quorum requirement for the meeting; and

(2) the principal amount of the Outstanding Debt Securities of the series that votes in favor of the request, demand, authorization, direction, notice, consent, waiver or other action will be taken into account in determining whether the request, demand, authorization, direction, notice, consent, waiver or other action has been made, given or taken under the Indenture.

Events of Default, Notice and Waiver

The term "Event of Default," when used in the Indenture, means any one of the following events:

(1) default in the payment of any interest upon the notes when the interest becomes due and payable, and continuance of the default for a period of 30 days;

(2) default in the payment of the principal of, or premium or Make-Whole Amount, if any, on, any note when it becomes due and payable at its Maturity Date or by declaration of acceleration, notice of redemption or otherwise;

(3) default in making a required sinking fund payment, if any;

(4) default in the performance of any of our covenants in the Indenture (other than a covenant added to the Indenture solely for the benefit of a series of notes issued under the Indenture)

and continuance of the default for a period of 60 days after there has been given, by registered or certified mail, to us by the Trustee, or to us and the Trustee by the Holders of at least 25% in principal amount of the notes, a written notice specifying the default and requiring it to be remedied and stating that the notice is a "Notice of Default" under the Indenture;

(5) a default in the payment of an aggregate principal amount exceeding $30 million of any of our recourse indebtedness (however evidenced) after the expiration of any applicable grace period with respect thereto and the default has resulted in the indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, but only if that indebtedness is not discharged, or the acceleration rescinded or annulled within a period of 10 days after there has been given, by registered or certified mail, to us by the Trustee, or to us and the Trustee by the Holders of at least 10% in principal amount of the outstanding notes, a written notice specifying the default and requiring us to cause the indebtedness to be discharged or cause the acceleration to be rescinded or annulled and stating that the notice is a "Notice of Default" under the Indenture;

(6) specific events of bankruptcy, insolvency or reorganization affecting us or certain Subsidiaries or any of their respective properties; or

(7) any other Event of Default provided with respect to a particular series of notes issued under the Indenture.

If an Event of Default under the Indenture with respect to the notes at the time outstanding occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% of the principal amount of the outstanding notes may declare the principal amount and premium or Make-Whole Amount, if any, and accrued interest on all the notes to be due and payable immediately by written notice thereof to us, and to the Trustee if given by the Holders; provided, that in the case of an Event of Default described in clause (6) above, acceleration is automatic. However, at any time after a declaration of acceleration with respect to the notes has been made, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of not less than a majority in principal amount of the outstanding notes may, by written notice to us and the Trustee, rescind and annul the declaration and its consequences if:

(1) we have deposited with the Trustee all required payments of the principal of, and premium or Make-Whole Amount, if any, and interest on the notes, plus specified fees, expenses, disbursement and advances of the Trustee; and

(2)

all Events of Default with respect to the notes, other than the non-payment of principal of, or premium or Make-Whole Amount, if any, or interest on the notes which has become due solely by the declaration of acceleration, have been cured or waived as provided in the Indenture.

The Holders of not less than a majority in principal amount of the notes of any series may waive any past default with respect to such series and its consequences, except a default:

(1) in the payment of the principal of, or premium or Make-Whole Amount, if any, or interest payable on any note of that series; or

(2) in respect of a covenant or provision contained in the Indenture that cannot be modified or amended without the consent of the Holder of each note of the affected series.

The Trustee will be required to give notice to the Holders of the notes within 90 days of the occurrence of a default under the Indenture unless the default has been cured or waived; provided, however, that the Trustee may withhold notice to the Holders of the notes of any default, except a default in the payment of the principal of, or premium or Make-Whole Amount, if any, or interest on

the notes, if and so long as specified responsible officers of the Trustee determine in good faith that the withholding of the notice is in the interest of the Holders.

The Indenture provides that no Holder of notes may institute any proceedings, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any remedy thereunder, except in the case of failure of the Trustee, for 60 days, to act after it has received a written request to institute proceedings in respect of an Event of Default from the Holders of not less than 25% in principal amount of the outstanding notes, as well as an offer of indemnity reasonably satisfactory to it. This provision will not prevent, however, any Holder of notes from instituting suit for the payment of the principal of, and premium or Make-Whole Amount, if any, and interest on the notes on the due date thereof.

Subject to provisions in the Indenture relating to its duties in case of default, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any Holders of notes then outstanding under the Indenture, unless the Holders have offered to the Trustee reasonable security or indemnity. The Holders of not less than a majority in principal amount of the outstanding notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee. However, the Trustee may refuse to follow any direction which is in conflict with any law or the Indenture, which may involve the Trustee in personal liability or which may be unduly prejudicial to the Holders of notes not joining therein and the Trustee may take any other action it deems proper not inconsistent with the direction given.

Within 120 days after the close of each fiscal year, we will be required to deliver to the Trustee a certificate, signed by one of several of our specified officers, stating whether or not the officer has knowledge of any default under the Indenture and, if so, specifying each default and the nature and status thereof.

Discharge, Defeasance and Covenant Defeasance

We are permitted under the Indenture to discharge specific obligations to the Holders of the notes that have not already been delivered to the Trustee for cancellation by irrevocably depositing with the Trustee, in trust, funds in the currency in which the notes are payable in an amount sufficient to pay the entire indebtedness on the notes in respect of principal, and premium or Make-Whole Amount, if any, and interest to the date of the deposit, if the notes have become due and payable, or to the stated Maturity Date or redemption date, as the case may be.

The Indenture also provides that we may elect either:

(1) to defease and be discharged from any and all obligations with respect to the notes other than the obligations to register the transfer or exchange of the notes, to replace temporary or mutilated, destroyed, lost or stolen notes, to maintain an office or agency in respect of the notes and to hold moneys for payment in trust ("defeasance"); or

(2) to be released from our obligations with respect to the notes and any other covenant, and any omission to comply with these obligations shall not constitute an Event of Default with respect to the notes ("covenant defeasance");

in either case upon the irrevocable deposit by us with the Trustee, in trust, of an amount, in the currency in which the notes are payable at stated maturity, or Government Obligations, or both, applicable to the notes which through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient without reinvestment to pay the principal of, and premium or Make-Whole Amount, if any, and interest on the notes on the scheduled due dates therefor.

A trust may only be established if, among other things, we have delivered to the Trustee an opinion of counsel, as specified in the Indenture, to the effect that the Holders of the notes will not recognize income, gain or loss for federal income tax purposes as a result of the defeasance or covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the defeasance or covenant defeasance had not occurred, and the opinion of counsel, in the case of defeasance, will be required to refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable federal income tax law occurring after the date of the Indenture.

"Government Obligations" means securities that are:

(1) direct obligations of the United States of America for the payment of which its full faith and credit is pledged; or

(2) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America;

which, in either case, are not callable or redeemable at the option of the issuer thereof, and will also include a depositary receipt issued by a bank or trust company as custodian with respect to any Government Obligation or a specific payment of interest on or principal of any Government Obligation held by the custodian for the account of the holder of a depositary receipt, provided that, except as required by law, the custodian is not authorized to make any deduction from the amount payable to the holder of the depositary receipt from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest on or principal of the Government Obligation evidenced by the depositary receipt.

If after we have deposited funds or Government Obligations to effect defeasance or covenant defeasance with respect to any series of notes (1) the holder of a note of such series is entitled to, and does, elect pursuant to the Indenture or the terms of that note to receive payment in a currency, currency unit or composite currency other than that in which such deposit has been made in respect of such note or (2) a Conversion Event (as defined below) occurs in respect of the currency, currency unit or composite currency in which such deposit has been made, the indebtedness represented by that note shall be deemed to have been, and will be, fully discharged and satisfied through the payment of the principal of (and premium, if any) and interest on that note as they become due out of the proceeds yielded by converting the amount so deposited in respect of that note into a currency, currency unit or composite currency in which that note becomes payable as a result of such election or such Conversion Event based on the applicable market exchange rate. "Conversion Event" means the cessation of use of (a) a currency, currency unit or composite currency both by the government of the country which issued such currency and for the settlement of transactions by a central bank or other public institutions of or within the international banking community, (b) the ECU both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Community or (c) any currency unit (or composite currency) other than the ECU for the purposes for which it was established. All payments of principal of (and premium, if any) and interest on any note that is payable in a foreign currency that ceases to be used by its government of issuance shall be made in U.S. dollars.

If we effect covenant defeasance with respect to any notes and these notes are declared due and payable because of the occurrence of any Event of Default other than the Event of Default described in clause (4) under "—Events of Default, Notice and Waiver" with respect to Sections 1006 to 1010, inclusive, of the Indenture, which sections would no longer be applicable to the notes as a result of the covenant defeasance, or described in clause (7) under "—Events of Default" with respect to any other covenant as to which there has been covenant defeasance, the amount in the currency in which the notes are payable, and Government Obligations on deposit with the Trustee, will be sufficient to pay

amounts due on the notes at the time of their stated maturity but may not be sufficient to pay amounts due on the notes at the time of the acceleration resulting from the Default. We would remain liable, however, to make payment of the amounts due at the time of acceleration.

Book Entry; Delivery and Form

The Global Notes. Each series of notes issued in the exchange offer will initially be represented by a single, permanent global note in definitive, fully registered form (the "Global Notes"). Upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by the Global Note to the accounts of persons who have accounts with such depositary. Ownership of beneficial interests in a Global Note will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Ownership of beneficial interests in a Global Note will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants).

So long as DTC or its nominee is the registered holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Note for all purposes under the Indenture and under the notes represented thereby. No beneficial owner of an interest in a Global Note will be able to transfer that interest except in accordance with the procedures provided for under the applicable procedures of DTC.

Payments of the principal of, and interest on, the notes represented by the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of us, the Trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

We expect that DTC or its nominee, upon receipt of any payment of principal or interest in respect of notes represented by a Global Note will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note as shown on the records of DTC or its nominee. We also expect that payment by participants to owners of beneficial interests in such Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the name of nominees for such customers. Such payments will be the responsibility of such participants. Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. Transfers between participants in Euroclear and Clearstream Banking will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Because of time zone differences, the securities account of a Euroclear or Clearstream Banking participant purchasing an interest in a Global Note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream Banking participant during the securities settlement processing day (which must be a business day for Euroclear or Clearstream Banking) immediately following the settlement date of DTC. Cash received in Euroclear or Clearstream Banking as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream Banking participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream Banking cash account only as of the business day for Euroclear or Clearstream Banking following DTC's settlement date.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account an interest in the Global Notes is credited and only in respect of

such series and such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction.

DTC has advised us of the following information regarding DTC. DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act. DTC holds securities of its participants and facilitates the clearance and settlement of securities transactions among its participants through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is owned by a number of its participants and by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to the DTC book-entry system is also available to others, such as banks, brokers and dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the Securities and Exchange Commission.

Although DTC, Euroclear and Clearstream Banking have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream Banking, they are under no obligation to perform or to continue to perform these procedures, and these procedures may be discontinued at any time. Neither we nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream Banking or their respective participants of their respective obligations under the rules and procedures governing their operations.

Certificated Notes. Global Notes may not be transferred as or exchanged for physical certificates in registered form without coupons (the "Certificated Notes"), except (1) if DTC notifies us that it is unwilling or unable to continue to act as depositary with respect to the Global Notes or ceases to be a clearing agency registered under the Securities Exchange Act and, in either case, we do not appoint a successor depositary registered as a clearing agency under the Securities Exchange Act within 120 days, (2) at any time if we in our sole discretion determine that the Global Notes (in whole but not in part) should be exchanged for Certificated Notes or (3) if the owner of an interest in the Global Notes requests such Certificated Notes, following an Event of Default under the Indenture, in a writing delivered through the depositary to the Trustee.

The information in this section concerning DTC, Euroclear and Clearstream Banking and their book-entry systems has been obtained from sources that we believe to be reliable, but we take no responsibility for its accuracy.

Governing Law

The Indenture is governed by, and construed in accordance with, the laws of the State of New York, and once issued the exchange notes will be as well.

POLICIES WITH RESPECT TO CERTAIN ACTIVITIES

The following is a discussion of our policies with respect to investments, financing, conflicts of interest and certain other activities. Our policies with respect to these activities are determined by the Board of Directors of Simon Property, in its capacity as our general partner, and may be amended or revised from time to time at the discretion of the Board of Directors of Simon Property without a vote of holders of any of our securities or any securities of Simon Property.

Investment Policies

Simon Property conducts all of its investment activities, except for one property that it owns directly, through us and will continue to do so for as long as we exist. Our primary business objectives are to increase Funds From Operations per unit and the value of our properties and operations. We intend to achieve these objectives by:

- pursuing a leasing strategy that exploits the geographic diversity, market presence and unique nature of many of our properties;
- continuing to improve the performance of our properties through management techniques such as using economies of our scale to help control operating costs and generating additional revenues through merchandising, marketing and promotional activities;
- renovating and/or expanding properties where appropriate;
- developing new shopping centers when such development meets our economic criteria; and
- acquiring additional shopping centers and the portfolios of other retail real estate companies that meet our investment criteria.

We cannot assure you, however, that we will achieve our business objectives.

It is our policy to develop and acquire properties to generate both current income and long-term appreciation in value. We do not have a policy limiting the amount or percentage of assets that may be invested in any particular property or type of property or in any geographic area. We may purchase or lease properties for long-term investment, develop or redevelop our properties or sell our properties, in whole or in part, when circumstances warrant. We currently participate and may continue to participate with other entities in property ownership, through joint ventures or other types of co-ownership. These equity investments may be subject to existing mortgage financing and other indebtedness that have priority over our equity interest.

While we emphasize equity real estate investments, we may, in our discretion, invest in mortgages and other real estate interests consistent with Simon Property's qualification as a REIT. Mortgages in which we invest may or may not be insured by a governmental agency. We do not intend to invest to a significant extent in mortgages or deeds of trust. We may invest in participating or convertible mortgages, however, if we conclude that we may benefit from the cash flow or any appreciation in the value of the property.

We may also invest in securities of other entities engaged in real estate activities or securities of other issuers. However, any such investments would be subject to the percentage ownership limitations and gross income tests necessary for Simon Property's REIT qualification under the Internal Revenue Code. These REIT limitations mean that Simon Property cannot make an investment that would cause its real estate assets to be less than 75% of its total assets. In addition, Simon Property must derive at least 75% of its gross income from "rents from real estate" and at least 95% must be derived from rents from real estate, interest, dividends and gains from the sales or disposition of stock or securities.

We may invest in the securities of other issuers in connection with acquisitions of indirect interests in real estate. Such an investment would normally be in the form of general or limited partnership interests in special purpose partnerships that own one or more properties. We may in the future acquire all or substantially all of the securities or assets of other REITs, management companies or similar entities where such investments would be consistent with our investment policies. We do not intend to invest in securities of other issuers for the purpose of exercising control, other than certain wholly-owned subsidiaries and to acquire interests in real estate. We do not intend that our investments in securities will require us or Simon Property to register as an "investment company" under the

Investment Company Act of 1940, as amended. We intend to divest securities before any such registration would be required.

Financing Policies

The indenture described in this prospectus and certain other agreements relating to our indebtedness restrict the amount of indebtedness that we may incur. See "Description of Exchange Notes—Covenants" for a description of these limitations imposed by the indenture.

To the extent that the Simon Property Board of Directors determines to seek additional capital, Simon Property may raise such capital through equity offerings, debt financing, retention of cash flows or a combination of these methods. We anticipate that any additional borrowings would be made through us. Simon Property might, however, incur borrowings that would be reloaned to us. Borrowings may be in the form of bank borrowings, publicly and privately placed debt instruments, or purchase money obligations to the sellers of properties. Any of such indebtedness may be unsecured or may be secured by any or all of our assets or the assets of Simon Property and any existing or new property-owning partnership. Any such indebtedness may also have full or limited recourse to all or any portion of the assets of any of the foregoing. Although we may borrow to fund the payment of distributions, we currently have no intention or expectation that we will do so.

We may seek to obtain unsecured or secured lines of credit. We also may determine to issue debt securities. We also may sell or securitize our lease receivables. The proceeds from any borrowings may be used for the following:

- financing acquisitions;
- developing or redeveloping properties;
- refinancing existing indebtedness;
- working capital or capital improvements; or
- making distributions to Simon Property in order to maintain its status as a REIT under the Internal Revenue Code.

We may also may determine to finance acquisitions through the following:

- exchange of properties;
- issuance of additional units of limited partnership interest; or
- issuance of other securities.

The ability to offer units of limited partnership interest to transferors may result in beneficial tax treatment for the transferors. This is because the exchange of units for properties may defer the recognition of gain for tax purposes by the transferor. It may also be an advantage for us and Simon Property since certain investors may be limited in the number of shares of Simon Property capital stock that they may purchase.

To the extent that the Simon Property Board of Directors determines to obtain additional debt financing, we intend to do so generally through mortgages on properties and drawings against revolving lines of credit in a manner consistent with our debt capitalization policy. We may do this directly or through an entity owned or controlled by us. The mortgages may be recourse, non-recourse or cross-collateralized. We do not have a policy limiting the number or amount of mortgages that may be placed on any particular property. Mortgage financing instruments, however, usually limit additional indebtedness on such properties.

We only invest in or form special purpose entities to obtain permanent financing for properties on attractive terms. Permanent financing for properties is typically structured as a mortgage loan on one or a group of properties in favor of an institutional third party or as a joint venture with a third party or as a securitized financing. For securitized financings, we are required to create special purpose entities to own the properties. These special purpose entities are structured so that they would not be consolidated with us in the event we would ever become subject to a bankruptcy proceedings. We decide upon the structure of the financing based upon the best terms then available to us and whether the proposed financing is consistent with other business objectives. For accounting purposes, we include the outstanding securitized debt of special purpose entities owning consolidated properties as part of our consolidated indebtedness.

Conflicts of Interest Policies

We and Simon Property maintain policies and have entered into agreements designed to reduce or eliminate potential conflicts of interest. At least a majority of the members of Simon Property's Board of Directors must be independent directors. Any transaction between Simon Property and the Simons or the DeBartolos, including property acquisitions, service and property management agreements and retail space leases, must be approved by a majority of Simon Property's independent directors. M.S. Management Associates, Inc. has agreed with Simon Property that if in the future applicable tax law and regulations permit

Simon Property to conduct any or all of the activities that it now conducts, it will not compete with Simon Property with respect to new or renewal business of this nature.

The sale by us of any property that we own may have an adverse tax impact on the Simons or the DeBartolos and our other limited partners. Therefore, any such sale may involve conflicts of interest that could have an adverse impact on the stockholders of Simon Property. A majority of the members of Simon Property's Board of Directors, including at least six independent directors, may authorize and require us to sell any property we own in accordance with the terms of our partnership agreement. Any such sale is subject to applicable agreements with third parties. Noncompetition agreements executed by each of Melvin Simon, Herbert Simon and David Simon contain covenants limiting the ability of the Simons to participate in certain shopping center activities in North America.

Policies With Respect To Certain Other Activities

We do not intend to make investments other than as previously described. We intend to make investments in such a manner as to be consistent with the REIT requirements of the Internal Revenue Code applicable to Simon Property, unless the Simon Property Board of Directors determines that it is no longer in Simon Property's best interests to qualify as a REIT. The Board of Directors may make such a determination because of changing circumstances or changes in the REIT requirements. We have authority to offer units of limited partnership interest or other securities in exchange for property. We also have authority to repurchase or otherwise reacquire our units or any other securities. We may engage in such activities in the future. Simon Property may in the future issue shares of its common stock to holders of our units of limited partnership interest upon exercise of such holders' rights under our partnership agreement. We have not made loans to other entities or persons other than to Simon Property, SPG Realty Consultants, L.P., M.S. Management Associates, Inc. and certain officers of Simon Property to pay income taxes due upon the vesting of restricted stock. However, it is now our policy to not make any loans to directors or executive officers of Simon Property and its affiliates and all loans previously made to current executive officers have been repaid in full. We may in the future make loans to joint ventures in which we participate. We do not intend to engage in the following:

- trading, underwriting or agency distribution or sale of securities of other issuers; or
- the active trade of loans and investments.

Certain Activities

During the past three years, we have:

- issued 2,023,368 units upon the conversion of 53,253 Series A Preferred Units;
- issued 36,913 units upon the conversion of 14,274 Series B Preferred Units;
- issued 21,052 units as dividends on Series A Preferred Units;
- issued 13,165,026 units and 3,230,970 preferred units in connection with property acquisitions;
- issued 1,095,772 units as a result of the exercise of employee stock options;
- issued 849,086 units related to our Stock Incentive Program;
- issued $750 million of senior unsecured notes due November 15, 2007;
- issued a total of $1 billion of unsecured debt to institutional investors pursuant to Rule 144A, of which $300 million is due January 20, 2006, $150 million is due August 28, 2008, $200 million is due January 20, 2011 and $350 million is due August 28, 2012;
- borrowed a maximum of $863.0 million under our $1.25 billion unsecured revolving credit facility; the amount borrowed at September 30, 2002 was $308 million;
- as a co-borrower with Simon Property, borrowed a maximum of $1.4 billion under a $1.4 billion medium term unsecured bridge loan taken out in connection with Simon Property's merger in 1998 with Corporate Property Investors, Inc.; the outstanding balance of this loan was paid off on August 6, 2001;
- as a co-borrower with Simon Property, borrowed a maximum of $600 million under a $600 million 12-month acquisition credit facility taken out in connection with the acquisition of the properties of Rodamco North America N.V.; the outstanding balance of this acquisition credit facility was paid off during the third quarter of 2002;
- borrowed a maximum of 59.9 million Euros under a Euro-denominated unsecured credit agreement consisting of a 35 million Euros term loan and a 55 million Euros revolving credit facility;
- borrowed an aggregate of $1.8 billion in consolidated mortgage indebtedness;
- borrowed an aggregate of $2.8 billion in joint venture indebtedness;
- borrowed an aggregate of $465.0 million in unsecured term loans;
- not made loans to other entities or persons other than to Simon Property, SPG Realty Consultants, L.P., M.S. Management Associates, Inc. and certain officers of Simon Property to pay income taxes due upon the vesting of restricted stock;

•

the largest amount lent to M.S. Management Associates, Inc. during the past three years was $99.6 million (1999), $108.4 million (2000), $118.4 million (2001) and $105.8 million (the nine months ended September 30, 2002). The amount outstanding on September 30, 2002 was $103.9 million and bore interest of 7% per year on that date.

- the largest aggregate amount lent to executive officers of Simon Property during the past three years was $894,361 (1999), $1.0 million (2000), $1.5 million (2001) and $1.6 million (the nine months ended September 30, 2002). The aggregate amount outstanding on September 30, 2002 was $689,893 and all loans bore interest at 5% per year on that date.

- not invested in the securities of other issuers for the purpose of exercising control, other than certain wholly-owned subsidiaries and to acquire interests in real estate;

- not underwritten securities of other issuers;
- not engaged in the purchase and sale or turnover of investments, except for the sale of 1,408,450 shares of Chelsea GCA Realty, Inc. common stock, a publicly-traded REIT, for $50.0 million, which shares were acquired prior to Simon Property's merger with Corporate Property Investors, Inc.;
- redeemed 574,863 limited partner units for cash;
- purchased 2,098,555 treasury units; and
- provided annual reports containing financial statements certified by independent public accountants and quarterly reports containing unaudited financial statements to our security holders.

FEDERAL INCOME TAX CONSEQUENCES

The following discussion is based on the opinion of Baker & Daniels, our tax counsel, as to the material United States federal income tax consequences expected to result to you if you exchange your unregistered notes for exchange notes in the exchange offer. This discussion is based on:

- the facts described in the registration statement of which this prospectus is a part;
- the Internal Revenue Code of 1986, as amended;
- current, temporary and proposed Treasury regulations promulgated under the Internal Revenue Code;
- the legislative history of the Internal Revenue Code;
- current administrative interpretations and practices of the Internal Revenue Service ("IRS"); and
- court decisions,

all as of the date of this prospectus. In addition, the administrative interpretations and practices of the IRS include its practices and policies as expressed in private letter rulings that are not binding on the IRS, except with respect to the particular taxpayers who requested and received those rulings. Future legislation, treasury regulations, administrative interpretations and practices and/or court decisions may adversely affect the tax considerations contained in this discussion. Any change could apply retroactively to transactions preceding the date of the change. The tax considerations contained in this discussion may be challenged by the IRS, and we have not requested, and do not plan to request, any rulings from the IRS concerning the tax treatment of the exchange of unregistered notes for the exchange notes.

The tax treatment of a holder of notes may vary depending upon such holder's particular situation. Certain holders (including, but not limited to, certain financial institutions, insurance companies, broker-dealers, foreign corporations, nonresident alien individuals and persons holding notes as part of a "straddle," "hedge" or "conversion transaction") may be subject to special rules not discussed below. This discussion is limited to holders who will hold the notes as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Initial Revenue Code. **YOU SHOULD CONSULT YOUR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, FOREIGN OR OTHER TAX LAWS.**

As used herein, the term "U.S. Holder" means a beneficial owner of notes that is for United States federal income tax purposes (1) a citizen or resident of the United States, (2) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any

political subdivision thereof (other than a partnership that is not treated as a United States person under applicable Treasury regulations), (3) an estate whose income is subject to United States federal income tax regardless of its source, (4) a trust, if both (a) a court within the United States is able to exercise primary supervision over the administration of the trust and (b) one or more United States persons have the authority to control all substantial decisions of the trust, or (5) any other person whose income or gain in respect of the notes is effectively connected with the conduct of a United States trade or business. Notwithstanding the preceding sentence, to the extent provided in Treasury regulations, certain trusts that are beneficial owners of notes and in existence on August 20, 1996, and treated as United States persons prior to such date, that elect to continue to be treated as United States persons also will be a U.S. Holder. As used herein, the term "Non-U.S. Holder" means a beneficial owner of notes that is not a U.S. Holder.

Exchange Offer

The exchange of unregistered notes for exchange notes will be treated as a "non-event" for federal income tax purposes, because the exchange notes will not be considered to differ materially in kind or extent from the unregistered notes. A U.S. Holder will have the same basis and holding period in the exchange notes that it had in the notes immediately prior to the exchange.

Sale, Retirement or Other Taxable Disposition

In general, a U.S. Holder of a note will recognize gain or loss upon the sale, retirement or other taxable disposition of that note in an amount equal to the difference between (1) the amount of cash and the fair market value of property received in exchange therefor (except to the extent attributable to the payment of accrued interest, which generally will be taxable to a holder as ordinary income) and (2) the holder's adjusted tax basis in that note. A U.S. Holder's tax basis in a note generally will be equal to the price paid for that note. Net capital gain (*i.e.* generally, capital gain in excess of capital loss) recognized by an individual from the sale of a capital asset that has been held for more than 12 months will be subject to tax at a rate not to exceed 20%, and net capital gain from the sale of an asset held for 12 months or less will be subject to tax at ordinary income tax rates. In addition, capital gain recognized by a corporate taxpayer will continue to be subject to tax at the ordinary income tax rates applicable to corporations.

Non-U.S. Holders

A Non-U.S. Holder will not be subject to United States federal income taxes on payments of principal, premium (if any) or interest (including original issue discount, if any) on a note, unless that Non-U.S. Holder is a direct or indirect 10% or greater partner of the Partnership, a controlled foreign corporation related to the Partnership or a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code. To qualify for the exemption from taxation, the last United States payor in the chain of payment prior to payment to a Non-U.S. Holder (the "Withholding Agent") must have received, before payment, a statement that (1) is signed by the beneficial owner of the note under penalties of perjury, (2) certifies that such owner is not a U.S. Holder and (3) provides the name and address of the beneficial owner. The statement may be made on an IRS Form W-8BEN or a substantially similar form, and the beneficial owner must inform the Withholding Agent of any change in the information on the statement within 30 days of such change. If a note is held through a securities clearing organization or certain other financial institutions the beneficial owner must provide to such organization or institution an IRS Form W-8BEN and the organization or institution must provide a certificate stating that such organization or institution has been provided with a valid IRS Form W-8BEN to the Withholding Agent. The Treasury Department is considering implementation of further certification requirements aimed at determining whether the issuer of a debt obligation is related to holders thereof.

In addition, a Non-U.S. Holder will not be subject to United States federal income taxes on any amount which constitutes gain upon retirement or disposition of a note, provided the gain is not effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Holder. Certain other exceptions may be applicable and a Non-U.S. Holder should consult its tax advisor in this regard. The note will not be includable in the estate of a Non-U.S. Holder unless the individual is a direct or indirect 10% or greater partner of the Partnership or, at the time of such individual's death, payments in respect of the note would have been effectively connected with the conduct by such individual of a trade or business in the United States.

Backup Withholding

Backup withholding of United States federal income tax may apply to payments made in respect of a note to registered owners who are not "exempt recipients" and who fail to provide certain identifying information (such as the registered owner's taxpayer identification number) on an IRS Form W-8BEN, in the case of a Non-U.S. Holder, or an IRS Form W-9, in the case of a U.S. Holder. Compliance with the identification procedures described in the preceding section would establish an exemption from backup withholding for Non-U.S. Holders.

In addition, upon the sale of a note to (or through) a broker, the broker must withhold the appropriate percentage of the entire purchase price, unless the seller provides, in the required manner, certain identifying information and, in the case of a Non-U.S. Holder, certifies that such seller is a Non-U.S. Holder (and certain other conditions are met). Such a sale must also be reported by the broker to the IRS, unless the seller certifies its Non-U.S. Holder status (and certain conditions are met). Certification of the registered owner's Non-U.S. Holder status would be made normally on an IRS Form W-8BEN under penalties of perjury, although in certain cases it may be possible to submit other documentary evidence.

Any amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner's United States federal income tax liability provided the required information is furnished to the IRS.

STATE AND LOCAL TAX CONSIDERATIONS

In addition to the United States federal income tax consequences described in "Federal Income Tax Consequences," potential investors should consider the state and local income tax consequences of the acquisition, ownership and disposition of the notes. State and local income tax law may differ substantially from the corresponding federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state or locality. **Therefore, you should consult your own tax advisors with respect to the various state and local tax consequences of an investment in the notes.**

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale, offer to resell or other transfers of its exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with the resale of exchange notes received in exchange for unregistered notes where the unregistered notes were acquired as a result of market-making activities or other trading activities. We have agreed that for a period of up to 180 days after the expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer that requests such document in the letter of transmittal for use in connection with any resale.

We will not receive any proceeds from any sale of exchange notes by broker-dealers or any other persons. Exchange notes received by broker-dealers for their own account pursuant to the exchange

offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer and/or the purchasers of any exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions or concessions received by any persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

We have agreed to pay all expenses incident to our performance of, or compliance with, the registration rights agreement and will indemnify the holders of unregistered notes, including any broker-dealers, and specific parties related to such holders, against specific liabilities, including liabilities under the Securities Act.

EXPERTS

The audited financial statements and schedules incorporated by reference in this prospectus and elsewhere in the registration statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto and are incorporated by reference herein, in reliance upon the authority of said firm as experts in giving such reports.

Because we have not been able to obtain, after reasonable efforts, the written consent of Arthur Andersen LLP to the incorporation by reference into this prospectus of their reports included in our Annual Report on Form 10-K for the year ended December 31, 2001, we have dispensed with the filing of their consent in reliance on Rule 437a under the Securities Act. Because Arthur Andersen LLP has not consented to the inclusion of their reports in this prospectus, you may not be able to recover against Arthur Andersen LLP under Section 11 of the Securities Act for any untrue statement of a material fact contained in the financial statements audited by Arthur Andersen LLP or any omissions to state a material fact required to be stated in those financial statements.

LEGAL MATTERS

The validity of the exchange notes offered in this prospectus and specified legal matters in connection with this offering will be passed upon for us by Baker & Daniels, Indianapolis, Indiana. The description of United States federal income tax consequences contained in "Federal Income Tax Consequences" is based upon the opinion of Baker & Daniels.

PART II

Information Not Required in Prospectus

Item 20. Indemnification of Directors and Officers.

The Registrant's general partner's officers and directors are indemnified under Delaware law, the Registrant's Partnership Agreement and the Charter of the general partner against certain liabilities. The Partnership Agreement provides for indemnification of the general partner and its officers and directors to the same extent indemnification is provided to officers and directors of Simon Property Group, Inc. ("Simon Property") in its Charter, and limits the liability of such general partner and its officers and directors to the Registrant and its partners to the same extent liability of officers and directors of Simon Property to Simon Property and its stockholders is limited under Simon Property's Charter. In addition, Simon Property's officers and directors are indemnified under Delaware law and Simon Property's Charter.

The Delaware General Corporation Law (the "DGCL") generally permits a corporation to indemnify its directors and officers, among others, against expenses, judgments, fines and amounts paid in settlement actually or reasonably incurred by them in the defense or settlement of third-party actions or action by or in right of a corporation, and for judgments in third party actions, provided there is a determination by directors who were not parties to the action, or if directed by such directors, by independent legal counsel or by majority vote of a quorum of stockholders, that the person seeking indemnification acted in good faith and in a manner reasonably believed to be in, or not opposed to, the interests of the corporation, and in a criminal proceeding, that the person had no reason to believe his or her conduct to be unlawful. Without court approval, however, no indemnification may be made in respect of any action by or in right of the corporation in which such person is adjudged liable. The DGCL states that the indemnification provided by statute shall not be deemed exclusive of any rights under any by-law, agreement, vote of stockholders or interested directors or otherwise. In addition, the liability of officers may not be eliminated or limited under Delaware law.

Simon Property's Charter contains a provision limiting the liability of directors and officers to Simon Property and its stockholders to the fullest extent permitted under and in accordance with the laws of the State of Delaware. Simon Property's Charter provides that the directors will not be personally liable to the corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that such provision will not eliminate or limit the liability of a director for (1) any breach of the director's duty of loyalty to the corporation and its stockholders; (2) acts or omissions not in good faith; (3) any transaction from which the director derived an improper personal benefit; or (4) any matter in respect of which such director would be liable under Section 174 of the DGCL. The personal liability of a director for violation of the federal securities laws is not limited or otherwise affected. In addition, these provisions do not affect the ability of stockholders to obtain injunctive or other equitable relief from the courts with respect to a transaction involving gross negligence on the part of a director. No amendment of Simon Property's Charter shall limit or eliminate the right to indemnification provided with respect to acts or omissions occurring prior to such amendment or repeal. Simon Property's By-Laws contain provisions which implement the indemnification provisions of Simon Property's Charter.

Simon Property has entered into indemnification agreements with each of Simon Property's directors and officers. The indemnification agreements require, among other things, that Simon Property indemnify its directors and officers to the fullest extent permitted by law, and advance to the directors and officers all related expenses, subject to reimbursement if it is subsequently determined that indemnification is not permitted. Simon Property also must indemnify and advance all expenses incurred by directors and officers seeking to enforce their rights under the indemnification agreements, and cover each director and officer if Simon Property obtains directors' and officers' liability insurance.

In addition, Simon Property has a directors' and officers' liability and company reimbursement policy that insures against certain liabilities, including liabilities under the Securities Act, subject to applicable retentions.

Item 21. Exhibits

The list of exhibits is incorporated by reference to the Exhibit Index on page E-1.

Item 22. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of this Registration Statement through the date of responding to the request.

The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this Registration Statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Indianapolis, State of Indiana, on December 31, 2002.

SIMON PROPERTY GROUP, L.P.

By: SIMON PROPERTY GROUP, INC.,
General Partner

/s/ DAVID SIMON

By: David Simon,
Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Amendment has been signed by the following persons in the capacities indicated and on December 31, 2002.

Signature	Title
/s/ DAVID SIMON	Chief Executive Officer and Director (Principal Executive Officer)

David Simon	
/s/ HERBERT SIMON*	Co-Chairman of the Board of Directors
Herbert Simon	
/s/ MELVIN SIMON*	Co-Chairman of the Board of Directors
Melvin Simon	
/s/ HANS C. MAUTNER*	Vice Chairman of the Board of Directors
Hans C. Mautner	
/s/ RICHARD S. SOKOLOV*	President, Chief Operating Officer and Director
Richard S. Sokolov	
	Director
Birch Bayh	
	Director
Melvyn E. Bergstein	

	Director
Pieter S. van den Berg	
/s/ G. WILLIAM MILLER*	Director
G. William Miller	
/s/ FREDRICK W. PETRI*	Director
Fredrick W. Petri	
/s/ J. ALBERT SMITH, JR.*	Director
J. Albert Smith, Jr.	
/s/ PHILIP J. WARD*	Director
Philip J. Ward	
/s/ M. DENISE DEBARTOLO YORK*	Director
M. Denise DeBartolo York	
/s/ STEPHEN E. STERRETT	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
Stephen E. Sterrett	
/s/ JOHN DAHL	Senior Vice President (Principal Accounting Officer)
John Dahl	

*By: /s/ DAVID SIMON

David Simon,
Attorney-in-fact

EXHIBIT INDEX

Exhibit Number	Description

1.1*	Purchase Agreement, dated as of August 15, 2002, by and among the Registrant and the Initial Purchasers.
4.1	Indenture, dated as of November 26, 1996, by and among the Registrant and The Chase Manhattan Bank, as trustee, and other persons (incorporated by reference to the form of this document filed as Exhibit 4.1 to the Registration Statement on Form S-3 filed on October 21, 1996 (Reg. No. 333-11491)).
4.2*	Supplemental Indenture, dated as of August 21, 2002, by and between the Registrant and JPMorgan Chase Bank, as trustee, relating to the 2008 Notes and the 2012 Notes.
4.3*	Registration Rights Agreement, dated as of August 21, 2002, by and among the Registrant and the Initial Purchasers.
5.1	Opinion of Baker & Daniels regarding validity of the exchange notes.
8.1	Opinion of Baker & Daniels regarding tax matters.
12.1	Statement regarding computation of ratios.
23.1	Consent of Arthur Andersen LLP (omitted pursuant to Rule 437a of the Securities Act).
23.2	Consent of Baker & Daniels (included in its opinions filed as Exhibits 5.1. and 8.1).
24.1*	Powers of Attorney.
99.1	Form of Letter of Transmittal.
99.2	Form of Notice of Guaranteed Delivery.
99.3	Form of Letter to Brokers.
99.4	Form of Letter to Clients.

* Previously filed.

QuickLinks

EXHIBIT 5.1

[BAKER & DANIELS LETTERHEAD]

December 31, 2002

Simon Property Group, L.P.
National City Center
115 West Washington Street, Suite 15 East
Indianapolis, Indiana 46204

Re: $150,000,000 principal amount of 5.375% Notes due 2008 and $350,000,000 principal amount of 6.35% Notes due 2012 of Simon Property Group, L.P.

Ladies and Gentlemen:

We have acted as counsel to Simon Property Group, L.P., a Delaware limited partnership (the "Operating Partnership") in connection with various legal matters relating to the filing of a Registration Statement on Form S-4 (File No. 333-101238) (such Registration Statement, as amended and supplemented to the date hereof, the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), covering $150,000,000 principal amount of 5.375% Notes due 2008 (the "Exchange 2008 Notes") and $350,000,000 principal amount of 6.35% Notes due 2012 (the "Exchange 2012 Notes," and, together with the Exchange 2008 Notes, the "Exchange Notes") of the Operating Partnership, offered in exchange for a like principal amount of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes"), respectively, of the Operating Partnership. The Unregistered Notes were issued under, and the Exchange Notes are to be issued under, the Indenture dated as of November 26, 1996 (the "Original Indenture"), by and among the Operating Partnership, a former subsidiary of the Operating Partnership that has been merged into the Operating Partnership, and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), (the "Trustee") as trustee, as supplemented by the Tenth Supplemental Indenture dated as of August 21, 2002 (the "Supplemental Indenture" and together with the Original Indenture, the "Indenture") by and between the Operating Partnership and the Trustee. The exchange will be

made pursuant to an exchange offer (the "Exchange Offer") contemplated by the Registration Rights Agreement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Registration Statement.

In so acting, we have examined copies of such records of the Operating Partnership and such other certificates and documents as we have deemed relevant and necessary for the opinions hereinafter set forth. In such examination, we have assumed the genuineness of all signatures, and the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as certified or reproduced copies. We have also assumed the legal capacity of all persons executing such documents and the truth and correctness of any representations or warranties therein contained. As to various questions of fact material to such opinions, we have relied upon certificates of officers of the Operating Partnership and of public officials. Based upon the foregoing, we are of the opinion that:

1. The Operating Partnership is duly formed and validly existing under the laws of the State of Delaware.

2. The Exchange Notes have been duly authorized and, when executed, authenticated and delivered to the holders of the Unregistered Notes in exchange for the Unregistered Notes and assuming due authentication by the Trustee, will (x) constitute legal, valid and binding obligations of the Operating Partnership enforceable in accordance with their terms, except as (A) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (B) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of

general applicability and (y) be entitled to the benefits of the Indenture.

3. The Indenture has been duly authorized, executed and delivered by the Operating Partnership and, assuming due authorization, execution and delivery of the Indenture by the Trustee, constitutes the legal, valid and binding obligation of the Operating Partnership enforceable against the Operating Partnership in accordance with its terms, except as (A) the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (B) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

This opinion is limited to the laws of the State of Indiana, the General Corporation Act and Revised Uniform Limited Partnership Act of the State of Delaware and the federal laws of the United States of the type typically applicable to transactions contemplated by the Exchange

Offer, and we do not express any opinion with respect to the laws of any other country, state or jurisdiction.

This opinion letter is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. This opinion letter speaks only as of the date hereof and is limited to present statutes, regulations and administrative and judicial interpretations. We undertake no responsibility to update or supplement this letter after the date hereof.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement and to the reference to us in the Prospectus included as part of the Registration Statement. In giving such consents, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Baker & Daniels

EXHIBIT 8.1

[BAKER & DANIELS LETTERHEAD]

December 31, 2002

Simon Property Group, L.P.
National City Center
115 West Washington Street, Suite 15 East
Indianapolis, Indiana 46204

Re: Federal Income Tax Consequences

Ladies and Gentlemen:

We have acted as tax counsel to Simon Property Group, L.P., a Delaware limited partnership (the "Operating Partnership"), in connection with various legal matters relating to its Registration Statement on Form S-4 (File No. 333-101238) (such Registration Statement, as amended and supplemented to the date hereof, the "Registration Statement"), covering $150,000,000 principal amount of 5.375% Notes due 2008 (the "Exchange 2008 Notes") and $350,000,000 principal amount of 6.35% Notes due 2012 (the "Exchange 2012 Notes," and, together with the Exchange 2008 Notes, the "Exchange Notes") of the Operating Partnership, offered in exchange for a like principal amount of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes"), respectively, of the Operating Partnership.

You have requested our opinion concerning certain of the federal income tax consequences to holders of the Unregistered Notes in connection with the exchange described in the Registration Statement. This opinion is based on various factual assumptions, including the facts set forth in the Registration Statement concerning the business, properties and governing documents of the Operating Partnership, Simon Property Group, Inc., a Delaware corporation, and their subsidiaries.

In our capacity as tax counsel to the Operating Partnership, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion. For the

purposes of our opinion, we have not made an independent investigation or audit of the facts set forth in the above referenced documents. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies.

We are opining herein as to the effect on the subject exchange transaction only of the federal income tax laws of the United States, and we express no opinion with respect to the applicability to such transaction, or the effect thereon, of other federal laws, the laws of any state or other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

Based on such facts, assumptions and representations, it is our opinion that the statements in the Registration Statement set forth under the caption "Federal Income Tax Consequences" are, subject to the limitations set forth therein, the material United States federal income tax consequences relevant to holders of the Unregistered Notes of the exchange of Unregistered Notes for Exchange Notes in the exchange offer pursuant to the Registration Statement.

No opinion is expressed as to any matter not discussed herein.

This opinion is rendered to you as of the date of this letter, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the Registration Statement may adversely affect the accuracy of the conclusions stated herein.

We hereby consent to the filing of this as an exhibit to the Registration Statement and to the reference to us in the Prospectus included as part of the Registration Statement. In giving such consents, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Baker & Daniels

EXHIBIT 12.1

SIMON PROPERTY GROUP, LP
Computation of Ratio of Earnings to Fixed Charges

(in thousands)

SIMON PROPERTY GROUP, LP	FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2002	2001
EARNINGS:		
Income before extraordinary items	$ 436,530	$ 243,983
Add:		
Minority interest in income of majority owned subsidiaries	6,369	7,839
Distributed income from unconsolidated entities	25,154	18,226
Amortization of capitalized interest	1,400	1,198
FIXED CHARGES	520,443	527,080
Less:		
Income from unconsolidated entities	(52,112)	(39,356)
Interest capitalization	(3,722)	(8,624)
EARNINGS	$ 934,062	$ 750,346
Fixed Charges:		
Portion of rents representative of the interest factor	3,756	3,665
Interest on indebtedness (including amortization of debt expense)	512,965	514,791
Interest capitalized		

3,722 8,624 -
---------- --

FIXED CHARGES
$ 520,443 $
527,080 -----
------ ------
----- RATIO
OF EARNINGS
TO FIXED
CHARGES 1.79
1.42
===========
===========
SIMON
DEBARTOLO
SIMON
PROPERTY
GROUP, LP
GROUP, L.P. -

------- -----

FOR THE YEAR
ENDED
DECEMBER 31,

------- 2001
2000 1999
1998 1997 ---
------- -----
------ ------
----- -------
--- ---------
- EARNINGS:
Income before
extraordinary
items
$343,754 $
401,057 $
354,221 $
272,100 $
220,434 Add:
Minority
interest in
income of
majority
owned
subsidiaries
10,715 10,725
10,719 7,335
5,270
Distributed
income from
unconsolidated
entities
51,740 45,948
30,169 29,903
14,700
Amortization
of
capitalized
interest
1,702 1,323
724 396 0
FIXED CHARGES
699,751
735,662
660,121
492,191
322,685 Less:
Income from
unconsolidated
entities
(67,401)
(53,476)

(44,926)
(22,293)
(8,690)
Interest
capitalization
(10,325)
(18,513)
(23,759)
(13,792)
(11,932) ----
------ ------
---- --------
- --------- -

EARNINGS
$1,029,936
$1,122,726 $
987,269 $
765,840
$542,467 ----
------ ------
---- --------
- --------- -
------- Fixed
Charges:
Portion of
rents
representative
of the
interest
factor 4,932
4,951 4,901
4,831 3,732
Interest on
indebtedness
(including
amortization
of debt
expense)
684,494
712,198
631,461
473,568
307,021
Interest
capitalized
10,325 18,513
23,759 13,792
11,932 ------
---- --------
-- ---------
--------- ---
----- FIXED
CHARGES $
699,751 $
735,662 $
660,121 $
492,191
$322,685 ----
------ ------
---- --------
- --------- -
------- RATIO
OF EARNINGS
TO FIXED
CHARGES 1.47
1.53 1.50
1.56 1.68
==========
=========
=========
=========
========

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.1

LETTER OF TRANSMITTAL

FOR

OFFER TO EXCHANGE $1,000 IN PRINCIPAL AMOUNT OF 5.375% NOTES DUE 2008 AND 6.35% NOTES DUE 2012 FOR EACH $1,000 IN PRINCIPAL AMOUNT OUTSTANDING OF LIKE SERIES OF NOTES

OF

SIMON PROPERTY GROUP, L.P.

PURSUANT TO THE PROSPECTUS DATED JANUARY 3, 2003

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 3, 2003, UNLESS EXTENDED OR TERMINATED (THE "EXPIRATION DATE").

The Exchange Agent for the Exchange Offer is:

JPMORGAN CHASE BANK

By Facsimile:
(For Eligible Institutions Only)
(212) 623-8470
Confirm by telephone:
(212) 623-8286
Contact: Victor Matis

By Mail, Hand or Overnight Courier:
JPMorgan Chase Bank
Institutional Trust Services-MMO
4 New York Plaza, 13th Floor
New York, NY 10004
Attention: Victor Matis

DELIVERY OF THIS LETTER OF TRANSMITTAL (THE "LETTER OF TRANSMITTAL") TO AN ADDRESS, OR TRANSMISSION VIA FACSIMILE TO A NUMBER, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID TENDER OF UNREGISTERED NOTES (AS DEFINED BELOW).

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED AND SIGNED.

This Letter of Transmittal is to be used by registered holders ("Holders") of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes") if: (i) certificates representing Unregistered Notes are to be physically delivered to JPMorgan Chase Bank (the "Exchange Agent") by such Holders; (ii) tender of Unregistered Notes is to be made by book-entry transfer to the Exchange Agent's account at The Depositary Trust Company ("DTC" or the "Book-Entry Transfer Facility") pursuant to the procedures set forth in the Prospectus, dated January 3, 2003 (as the same may be amended or supplemented from time to time, the "Prospectus") under the caption "The Exchange Offer—Procedures for Tendering" by any financial institution that is a participant in DTC and whose name appears on a security position listing as the owner of Unregistered Notes or (iii) delivery of Unregistered Notes is to be made according to the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures," and, in each case, instructions are not being transmitted through the DTC Automated Tender Program ("ATOP"). DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

In order to properly complete this Letter of Transmittal, a Holder must (i) complete the box entitled "Method of Delivery" by checking one of the three boxes therein and supplying the appropriate information, (ii) complete the box entitled "Description of Unregistered Notes," (iii) if such Holder is a Participating Broker-Dealer (as defined below) and wishes to receive additional copies of the Prospectus for delivery in connection with resales of Exchange Notes (as defined below), check the applicable box, (iv) sign this Letter of Transmittal by completing the box entitled "Please Sign Here", (v) if appropriate, check and complete the boxes relating to the "Special Issuance Instructions" and "Special Delivery Instructions," and (vi) complete

---

the Substitute Form W-9. Each Holder should carefully read the detailed Instructions below prior to completing this Letter of Transmittal. See "The Exchange Offer— Procedures for Tendering" in the Prospectus.

Holders of Unregistered Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through ATOP, for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer should transmit their acceptance to DTC, which will edit and verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send an Agent's Message to the Exchange Agent for its acceptance. Delivery of the Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

If Holders desire to tender Unregistered Notes pursuant to the Exchange Offer and (i) certificates representing such Unregistered Notes are not lost but are not immediately available, (ii) time will not permit this Letter of Transmittal, certificates representing such Holder's Unregistered Notes and all other required documents to reach the Exchange Agent prior to the Expiration Date or (iii) the procedures for book-entry transfer cannot be completed prior to the Expiration Date, such Holders may effect a tender of such Unregistered Notes in accordance with the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures." See Instruction 2 below.

A Holder having Unregistered Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if such Holder desires to accept the Exchange Offer with respect to the Unregistered Notes so registered.

THE EXCHANGE OFFER IS NOT BEING MADE TO (NOR WILL TENDERS OF UNREGISTERED NOTES BE ACCEPTED FROM OR ON BEHALF OF) HOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE EXCHANGE OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION.

All capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Prospectus.

Your bank or broker can assist you in completing this form. The instructions included with this Letter of Transmittal must be followed. Questions and requests for assistance or for additional copies of the Prospectus, this Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Exchange Agent, whose address and telephone number appear on the front cover of this Letter of Transmittal. See Instruction 11 below.

METHOD OF DELIVERY

- o CHECK HERE IF CERTIFICATES FOR TENDERED UNRESTRICTED NOTES ARE BEING DELIVERED HEREWITH.

- o CHECK HERE IF TENDERED UNREGISTERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH A BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:

  Name of Tendering Institution:

  DTC Account Number:

  Transaction Code Number:

- o CHECK HERE IF TENDERED UNREGISTERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY DELIVERED TO THE EXCHANGE AGENT PURSUANT TO INSTRUCTION 2 BELOW AND COMPLETE THE FOLLOWING:

  Name of Registered Holder(s):

  Window Ticket No. (if any):

  Date of Execution of Notice of Guaranteed Delivery:

  Name of Eligible Institution that Guaranteed Delivery:

  If Delivered by Book-Entry Transfer (yes or no):

  Name of Tendering Institution:

  DTC Account Number:

  Transaction Code Number:

List on the following page the Unregistered Notes to which this Letter of Transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately signed schedule and affix the schedule to this Letter of Transmittal.

DESCRIPTION OF UNREGISTERED NOTES

Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	Series* and Certificate Numbers**	Aggregate Principal Amount Represented***	Principal Amount Tendered

	Total Principal Amount of Unregistered Notes

* Specify Unregistered 2008 Notes or Unregistered 2012 Notes.

** Need not be completed by Holders tendering by book-entry transfer (see below).

*** Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions of the Prospectus, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Unregistered Notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 3.

FOR PARTICIPATING BROKER-DEALERS ONLY:

o CHECK HERE AND PROVIDE THE INFORMATION REQUESTED BELOW IF YOU ARE A PARTICIPATING BROKER-DEALER (AS DEFINED BELOW) AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND, DURING THE 180-DAY PERIOD FOLLOWING THE CONSUMMATION OF THE EXCHANGE OFFER, 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO, AS WELL AS ANY NOTICES FROM THE OPERATING PARTNERSHIP (AS DEFINED BELOW) TO SUSPEND AND RESUME USE OF THE PROSPECTUS. BY TENDERING ITS UNREGISTERED NOTES AND EXECUTING THIS LETTER OF TRANSMITTAL, EACH PARTICIPATING BROKER-DEALER AGREES TO USE ITS REASONABLE BEST EFFORTS TO NOTIFY THE OPERATING PARTNERSHIP OR THE EXCHANGE AGENT WHEN IT HAS SOLD ALL OF ITS EXCHANGE NOTES. (IF NO PARTICIPATING BROKER-DEALERS CHECK THIS BOX, OR IF ALL PARTICIPATING BROKER-DEALERS WHO HAVE CHECKED THIS BOX SUBSEQUENTLY NOTIFY THE OPERATING PARTNERSHIP OR THE EXCHANGE AGENT THAT ALL THEIR EXCHANGE NOTES HAVE BEEN SOLD, THE OPERATING PARTNERSHIP WILL NOT BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE EXCHANGE OFFER REGISTRATION STATEMENT OR TO UPDATE THE PROSPECTUS AND WILL NOT PROVIDE ANY NOTICES TO ANY HOLDERS TO SUSPEND OR RESUME USE OF THE PROSPECTUS.)

Provide the name of the individual who should receive, on behalf of the Holder, additional copies of the Prospectus, and amendments and supplements thereto, and any notices to suspend and resume use of the Prospectus:

Name:

Address:

Telephone No.:

Facsimile No.:

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

By execution hereof, the undersigned acknowledges receipt of the Prospectus, dated January 3, 2003 (as the same may be amended or supplemented from time to time, the "Prospectus" and, together with this Letter of Transmittal, the "Exchange Offer"), of Simon Property Group, L.P. (the "Operating Partnership"), and this Letter of Transmittal and instructions hereto, which together constitute the Operating Partnership's offer to exchange $1,000 principal amount of 5.375% Notes due 2008 (the "Exchange 2008 Notes") and 6.35% Notes due 2012 (the "Exchange 2012 Notes," and, together with the Exchange 2008 Notes, the "Exchange Notes") of the Operating Partnership, which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and subject to the conditions set forth in the Exchange Offer, for each $1,000 principal amount of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes"), respectively, of the Operating Partnership.

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Operating Partnership the series and principal amount of Unregistered Notes indicated above. Subject to, and effective upon, the acceptance for exchange of the Unregistered Notes tendered herewith, the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Operating Partnership all right, title and interest in and to such Unregistered Notes. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Operating Partnership) with respect to such Unregistered Notes with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Unregistered Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Unregistered Notes on the account books maintained by the Book-Entry Transfer Facility to, or upon the order of, the Operating Partnership, (ii) present such Unregistered Notes for transfer of ownership on the books of the Operating Partnership or the trustee under the Indenture (the "Trustee"), and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Unregistered Notes, all in accordance with the terms of and conditions of the Exchange Offer as described in the Prospectus.

The undersigned represents and warrants that it has full power and authority to tender, exchange, assign and transfer the Unregistered Notes tendered hereby and to acquire Exchange Notes issuable upon the exchange of such tendered Unregistered Notes, and that, when the same are accepted for exchange, the Operating Partnership will acquire good and unencumbered title to the tendered Unregistered Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Operating Partnership to be necessary or desirable to complete the exchange, assignment and transfer of the Unregistered Notes tendered hereby or transfer ownership of such Unregistered Notes on the account books maintained by the Book-Entry Transfer Facility.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer—Conditions." The undersigned recognizes that as a result of these conditions (which may be waived by the Operating Partnership, in whole or in part at any time or from time to time in the sole discretion of the Operating Partnership), as more particularly set forth in the Prospectus, the Operating Partnership may not be required to exchange any of the Unregistered Notes tendered hereby and, in such event, the Unregistered Notes not exchanged will be returned to the undersigned at the address shown above.

THE EXCHANGE OFFER IS NOT BEING MADE TO ANY BROKER-DEALER WHO PURCHASED UNREGISTERED NOTES DIRECTLY FROM THE OPERATING PARTNERSHIP FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT OR TO ANY PERSON THAT IS AN "AFFILIATE" OF THE OPERATING PARTNERSHIP WITHIN THE MEANING OF RULE 405 UNDER THE SECURITIES ACT. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE OPERATING PARTNERSHIP RESERVES THE RIGHT NOT TO ACCEPT TENDERED UNREGISTERED NOTES FROM ANY TENDERING HOLDER IF THE OPERATING PARTNERSHIP DETERMINES, IN ITS REASONABLE DISCRETION, THAT SUCH ACCEPTANCE COULD RESULT IN A VIOLATION OF APPLICABLE SECURITIES LAWS.

The undersigned, if the undersigned is a beneficial holder, represents that, or, if the undersigned is a broker, dealer, commercial bank, trust company or other nominee, represents that it has received

representations from the beneficial owners of the Unregistered Notes (the "Beneficial Owner") stating that, (i) the Exchange Notes to be acquired in connection with the Exchange Offer by the Holder and each Beneficial Owner of the Unregistered Notes are being acquired by the Holder and each such Beneficial Owner in the ordinary course of business of the Holder and each such Beneficial Owner, (ii) the Holder and each such Beneficial Owner are not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution (within the meaning of the Securities Act) of the Exchange Notes, (iii) the Holder and each Beneficial Owner acknowledge and agree that any person participating in the Exchange Offer for the purpose of distributing the Exchange Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission set forth in the no-action letters that are discussed in the Prospectus under the caption "The Exchange Offer—Resale of the Exchange Notes" and may only sell the Exchange Notes acquired by such person pursuant to a registration statement containing the selling security holder information required by Item 507 of Regulation S-K under the Securities Act, (iv) if the Holder is a broker-dealer that acquired Unregistered Notes as a result of market-making or other trading activities, it will deliver a prospectus in connection with any resale of Exchange Notes acquired in the Exchange Offer (but by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act) and (v) neither the Holder nor any such Beneficial Owner is an "affiliate," as defined under Rule 405 of the Securities Act, of the Operating Partnership or is a broker-dealer who purchased Unregistered Notes directly from the Operating Partnership for resale pursuant to Rule 144A under the Securities Act.

EACH BROKER-DEALER WHO ACQUIRED UNREGISTERED NOTES FOR ITS OWN ACCOUNT AS A RESULT OF MARKET-MAKING ACTIVITIES OR OTHER TRADING ACTIVITIES (A "PARTICIPATING BROKER-DEALER"), BY TENDERING SUCH UNREGISTERED NOTES AND EXECUTING THIS LETTER OF TRANSMITTAL, AGREES THAT, UPON RECEIPT OF NOTICE FROM THE OPERATING PARTNERSHIP OF THE OCCURRENCE OF ANY EVENT OR THE DISCOVERY OF ANY FACT WHICH MAKES ANY STATEMENT CONTAINED OR INCORPORATED BY REFERENCE IN THE PROSPECTUS UNTRUE IN ANY MATERIAL RESPECT OR WHICH CAUSES THE PROSPECTUS TO OMIT TO STATE A MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS CONTAINED OR INCORPORATED BY REFERENCE THEREIN, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING OR OF THE OCCURRENCE OF CERTAIN OTHER EVENTS SPECIFIED IN THE REGISTRATION RIGHTS AGREEMENT, SUCH PARTICIPATING BROKER-DEALER WILL SUSPEND THE SALE OF EXCHANGE NOTES PURSUANT TO THE PROSPECTUS UNTIL THE OPERATING PARTNERSHIP HAS AMENDED OR SUPPLEMENTED THE PROSPECTUS TO CORRECT SUCH MISSTATEMENT OR OMISSION AND HAS FURNISHED COPIES OF THE AMENDED OR SUPPLEMENTED PROSPECTUS TO THE PARTICIPATING BROKER-DEALER OR THE OPERATING PARTNERSHIP HAS GIVEN NOTICE THAT THE SALE OF THE EXCHANGE NOTES MAY BE RESUMED, AS THE CASE MAY BE.

EACH PARTICIPATING BROKER-DEALER SHOULD CHECK THE BOX HEREIN UNDER THE CAPTION "FOR PARTICIPATING BROKER-DEALERS ONLY" IN ORDER TO RECEIVE ADDITIONAL COPIES OF THE PROSPECTUS, AND ANY AMENDMENTS AND SUPPLEMENTS THERETO, FOR USE IN CONNECTION WITH RESALES OF THE EXCHANGE NOTES, AS WELL AS ANY NOTICES FROM THE OPERATING PARTNERSHIP TO SUSPEND AND RESUME USE OF THE PROSPECTUS. BY TENDERING ITS UNREGISTERED NOTES AND EXECUTING THIS LETTER OF TRANSMITTAL, EACH PARTICIPATING BROKER-DEALER AGREES TO USE ITS REASONABLE BEST EFFORTS TO NOTIFY THE OPERATING PARTNERSHIP OR THE EXCHANGE AGENT WHEN IT HAS SOLD ALL OF ITS EXCHANGE NOTES. IF NO PARTICIPATING BROKER-DEALERS CHECK SUCH BOX, OR IF ALL PARTICIPATING BROKER-DEALERS WHO HAVE CHECKED SUCH BOX SUBSEQUENTLY NOTIFY THE OPERATING PARTNERSHIP OR THE EXCHANGE AGENT THAT ALL THEIR EXCHANGE NOTES HAVE BEEN SOLD, THE OPERATING PARTNERSHIP WILL NOT BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE EXCHANGE OFFER REGISTRATION STATEMENT OR TO UPDATE THE PROSPECTUS AND WILL NOT PROVIDE ANY HOLDERS WITH ANY NOTICES TO SUSPEND OR RESUME USE OF THE PROSPECTUS.

The undersigned understands that tenders of the Unregistered Notes pursuant to any one of the procedures described under "The Exchange Offer—Procedures for Tendering" in the Prospectus and in the instructions hereto will constitute a binding agreement between the undersigned and the Operating Partnership in accordance with the terms and subject to the conditions of the Exchange Offer. All authority herein conferred or agreed to be conferred by this Letter of Transmittal and every obligation of the undersigned hereunder shall be binding upon the heirs, legal representatives, successors and assigns, executors, administrators and trustees in bankruptcy of the undersigned and shall survive the death or incapacity of the undersigned. Tendered Unregistered Notes may be withdrawn at any time prior to the Expiration Date in accordance with the terms of the Exchange Offer.

The undersigned also understands and acknowledges that the Operating Partnership reserves the right in its sole discretion to purchase or make offers for any Unregistered Notes that remain outstanding subsequent to the Expiration Date in the open market, in privately negotiated transactions, through subsequent exchange offers or otherwise. The terms of any such purchases or offers could differ from the terms of the Exchange Offer.

The undersigned understands that the delivery and surrender of the Unregistered Notes is not effective, and the risk of loss of the Unregistered Notes does not pass to the Exchange Agent, until receipt by the Exchange Agent of this Letter of Transmittal, or a manually signed facsimile hereof, properly completed and duly executed, with any required signature guarantees, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Operating Partnership. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Unregistered Notes will be determined by the Operating Partnership, in its sole discretion, which determination shall be final and binding.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions," the undersigned hereby requests that any Unregistered Notes representing principal amounts not tendered or not accepted for exchange be issued in the name(s) of the undersigned and that Exchange Notes be issued in the name(s) of the undersigned (or, in the case of Unregistered Notes delivered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility). Similarly, unless otherwise indicated herein in the box entitled "Special Delivery Instructions," the undersigned hereby requests that any Unregistered Notes representing principal amounts not tendered or not accepted for exchange and certificates for Exchange Notes be delivered to the undersigned at the address(es) shown above. In the event that the "Special Issuance Instructions" box or the "Special Delivery Instructions" box is, or both are, completed, the undersigned hereby requests that any Unregistered Notes representing principal amounts not tendered or not accepted for exchange be issued in the name(s) of, certificates for such Unregistered Notes be delivered to, and certificates for Exchange Notes be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that the Operating Partnership has no obligation pursuant to the "Special Issuance Instructions" box or "Special Delivery Instructions" box to transfer any Unregistered Notes from the name of the registered Holder(s) thereof if the Operating Partnership does not accept for exchange any of the principal amount of such Unregistered Notes so tendered.

PLEASE SIGN HERE
(TO BE COMPLETED BY ALL HOLDERS OF UNREGISTERED NOTES REGARDLESS OF WHETHER UNREGISTERED NOTES ARE BEING PHYSICALLY DELIVERED HEREWITH)

This Letter of Transmittal must be signed by the Holder(s) of Unregistered Notes exactly as their name(s) appear(s) on certificate(s) for Unregistered Notes or, if delivered by a participant in the Book-Entry Transfer Facility, exactly as such participant's name appears on a security position listing as the owner of Unregistered Notes, or by person(s) authorized to become Holder(s) by endorsements and documents transmitted with this Letter of Transmittal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Operating Partnership of such person's authority so to act. See Instruction 4 below.

If the signature appearing below is not of the record holder(s) of the Unregistered Notes, then the record holder(s) must sign a valid bond power.

X

X
Signature(s) of Registered Holder(s) or Authorized Signatory

Date: ______________________________, 2003

Name(s):
(Please Print)

Capacity:

Address:
(Including Zip Code)

Area Code and Telephone No.:

PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN
MEDALLION SIGNATURE GUARANTEE
(SEE INSTRUCTION 4 BELOW)

Certain Signatures Must Be Guaranteed
by an Eligible Institution

(Name of Eligible Institution Guaranteeing Signatures)

(Address (Including Zip Code)
and Telephone Number
(Including Area Code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated: ______________________________, 2003

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3, 4, 5 and 7)

To be completed ONLY if certificates for Unregistered Notes in a principal amount not tendered or not accepted for exchange are to be issued in the name of, or certificates for Exchange Notes are to be issued to the order of, someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal.

Issue: Unregistered Notes o
Exchange Notes o
(check as applicable)

Name: ______________________________
(Please Print)

Address: ______________________________

____

____
(Zip Code)

____
(Tax Identification or Social Security Number)
(See Substitute Form W-9 Herein)

Credit Unregistered Notes not exchanged and delivered by book entry transfer to the Book Entry Transfer Facility account set below:

____
(Book Entry Transfer Facility Account Number)

Credit Exchange Notes to the Book Entry Transfer Facility account set below:

____
(Book Entry Transfer Facility Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for Unregistered Notes in a principal amount not accepted for exchange or certificates for Exchange Notes are to be sent to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or to an address different from that shown in the box entitled "Description of Unregistered Notes" within the Letter of Transmittal.

Deliver: Unregistered Notes o
Exchange Notes o
(check as applicable)

Name: ______________________________
(Please Print)

Address: ______________________________

____

____
(Zip Code)

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND CERTIFICATES FOR UNREGISTERED NOTES OR BOOK-ENTRY CONFIRMATIONS; WITHDRAWAL OF TENDERS.

To tender Unregistered Notes in the Exchange Offer, physical delivery of certificates for Unregistered Notes or confirmation of a book-entry transfer into the Exchange Agent's account with a Book-Entry Transfer Facility of Unregistered Notes tendered electronically, as well as a properly completed and duly executed copy or manually signed facsimile of this Letter of Transmittal, or in the case of a book-entry transfer, an Agent's Message, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to the Expiration Date. Tenders of Unregistered Notes in the Exchange Offer may be made prior to the Expiration Date in the manner described in the preceding sentence and otherwise in compliance with this Letter of Transmittal. THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, CERTIFICATES FOR UNREGISTERED NOTES AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT, INCLUDING DELIVERY THROUGH DTC AND ANY ACCEPTANCE OF AN AGENT'S MESSAGE TRANSMITTED THROUGH ATOP, IS AT THE ELECTION AND RISK OF THE HOLDER TENDERING UNREGISTERED NOTES. IF SUCH DELIVERY IS MADE BY MAIL, IT IS SUGGESTED THAT THE HOLDER USE PROPERLY INSURED, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED AND THAT SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE TIMELY DELIVERY. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS OF UNREGISTERED NOTES WILL BE ACCEPTED. A tender will be deemed to have been received as of the date when the tendering Holder's properly completed and duly signed Letter of Transmittal accompanied by the Unregistered Notes (or book-entry confirmation) is received by the Exchange Agent. THIS LETTER OF TRANSMITTAL, CERTIFICATES FOR THE UNREGISTERED NOTES AND ANY OTHER REQUIRED DOCUMENTS SHOULD BE SENT ONLY TO THE EXCHANGE AGENT, NOT TO THE OPERATING PARTNERSHIP, THE TRUSTEE OR DTC.

Unregistered Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date. In order to be valid, notice of withdrawal of tendered Unregistered Notes must comply with the requirements set forth in the Prospectus under the caption "The Exchange Offer—Withdrawal of Tenders."

2. GUARANTEED DELIVERY PROCEDURES.

If Holders desire to tender Unregistered Notes pursuant to the Exchange Offer and (i) certificates representing such Unregistered Notes are not lost but are not immediately available, (ii) time will not permit this Letter of Transmittal, certificates representing such Holder's Unregistered Notes and all other required documents to reach the Exchange Agent prior to the Expiration Date or (iii) the procedures for book-entry transfer cannot be completed prior to the Expiration Date, such Holders may effect a tender of Unregistered Notes in accordance with the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures."

Pursuant to the guaranteed delivery procedures:

(i) such tender must be made by or through an Eligible Institution;

(ii) prior to the Expiration Date, the Exchange Agent must have received from such Eligible Institution, at the address set forth on the cover of this Letter of Transmittal, a properly completed and validly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, mail or hand delivery) in substantially the form provided with the Prospectus, setting forth the name(s) and address(es) of the registered Holder(s) and the series and principal amount of Unregistered Notes being tendered and stating that the tender is being made thereby and guaranteeing that, within three New York Stock Exchange ("NYSE") trading days from the date of the Notice of Guaranteed Delivery, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, or, in the case of a book-entry transfer, an Agent's Message, together with certificates representing the Unregistered Notes (or confirmation of book-entry transfer of such Unregistered Notes into the Exchange Agent's account at the Book-Entry Transfer Facility), and

any other documents required by this Letter of Transmittal and the instructions thereto, will be deposited by such Eligible Institution with the Exchange Agent; and

(iii) the Exchange Agent must have received this Letter of Transmittal (or a manually signed facsimile thereof), properly completed and validly executed with any required signature guarantees or, in the case of a book- entry transfer, an Agent's Message, together with certificates for all Unregistered Notes in proper form for transfer (or a book-entry confirmation with respect to all tendered Unregistered Notes), and any other required documents within three NYSE trading days after the date of such Notice of Guaranteed Delivery.

3. PARTIAL TENDERS.

If less than the entire principal amount of any Unregistered Notes evidenced by a submitted certificate is tendered, the tendering Holder must fill in the principal amount tendered in the last column of the box entitled "Description of Unregistered Notes" herein. The entire principal amount represented by the certificates for all Unregistered Notes delivered to the Exchange Agent will be deemed to have been tendered, unless otherwise indicated. The entire principal amount of all Unregistered Notes not tendered or not accepted for exchange will be sent (or, if tendered by book-entry transfer, returned by credit to the account at the Book-Entry Transfer Facility designated herein) to the Holder unless otherwise provided in the "Special Issuance Instructions" or "Special Delivery Instructions" boxes of this Letter of Transmittal.

4. SIGNATURES ON THIS LETTER OF TRANSMITTAL, BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES.

If this Letter of Transmittal is signed by the Holder(s) of the Unregistered Notes tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in the Book-Entry Transfer Facility whose name is shown as the owner of the Unregistered Notes tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of the Unregistered Notes.

If any of the Unregistered Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any tendered Unregistered Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If this Letter of Transmittal or any certificates for Unregistered Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Operating Partnership of their authority so to act must be submitted with this Letter of Transmittal.

IF THIS LETTER OF TRANSMITTAL IS EXECUTED BY A PERSON OR ENTITY WHO IS NOT THE REGISTERED HOLDER, THEN THE REGISTERED HOLDER MUST SIGN A VALID BOND POWER, WITH THE SIGNATURE OF SUCH REGISTERED HOLDER GUARANTEED BY A PARTICIPANT IN A RECOGNIZED MEDALLION SIGNATURE PROGRAM (A "MEDALLION SIGNATURE GUARANTOR").

No signature guarantee is required if (i) this Letter of Transmittal is signed by the registered Holder(s) of the Unregistered Notes tendered herewith (or by a participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Unregistered Notes) and certificates for Exchange Notes or for any Unregistered Notes for principal amounts not tendered or not accepted for exchange are to be issued, directly to such Holder(s) or, if tendered by a participant in the Book-Entry Transfer Facility, any Unregistered Notes for principal amounts not tendered or not accepted for exchange are to be credited to such participant's account at the Book-Entry Transfer Facility and neither the "Special Issuance Instructions" box nor the "Special Delivery Instructions" box of this Letter of Transmittal has been completed or (ii) such Unregistered Notes are tendered for the account of an Eligible Institution. IN ALL OTHER CASES, ALL SIGNATURES ON LETTERS OF TRANSMITTAL ACCOMPANYING UNREGISTERED NOTES MUST BE GUARANTEED BY A MEDALLION SIGNATURE

GUARANTOR. In all such other cases (including if this Letter of Transmittal is not signed by the Holder), the Holder must either properly endorse the certificates for Unregistered Notes tendered or transmit a separate properly completed bond power with this Letter of Transmittal (in either case, executed exactly as the name(s) of the registered Holder(s) appear(s) on such Unregistered Notes, and, with respect to a participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Unregistered Notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a Medallion Signature Guarantor, unless such certificates or bond powers are executed by an Eligible Institution.

Endorsements on certificates for Unregistered Notes and signatures on bond powers provided in accordance with this Instruction 4 by registered Holders not executing this Letter of Transmittal must be guaranteed by a Medallion Signature Guarantor.

5. SPECIAL ISSUANCE AND SPECIAL DELIVERY INSTRUCTIONS.

Tendering Holders should indicate in the applicable box or boxes the name and address to which Unregistered Notes for principal amounts not tendered or not accepted for exchange or certificates for Exchange Notes, if applicable, are to be sent or issued, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of payment to a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Unregistered Notes not tendered or not accepted for exchange will be returned, and certificates for Exchange Notes will be sent, to the Holder of the Unregistered Notes tendered.

6. TAXPAYER IDENTIFICATION NUMBER.

Each tendering Holder is required to provide the Exchange Agent with the Holder's social security or Federal employer identification number, on Substitute Form W-9, which is provided under "Important Tax Information" below, or alternatively, to establish another basis for exemption from backup withholding. A Holder must cross out item (2) in the Certification box in Part III on Substitute Form W-9 if such Holder is subject to backup withholding. Failure to provide the information on the form may subject such Holder to 30% Federal backup withholding tax on any payment made to the Holder with respect to the Exchange Offer. The box in Part I of the form should be checked if the tendering or consenting Holder has not been issued a Taxpayer Identification Number ("TIN") and has either applied for a TIN or intends to apply for a TIN in the near future. If the box in Part I is checked the Holder should also sign the attached Certification of Awaiting Taxpayer Identification Number. If the Exchange Agent is not provided with a TIN within 60 days thereafter, the Exchange Agent will withhold 30% on all such payments of the Exchange Notes until a TIN is provided to the Exchange Agent.

7. TRANSFER TAXES.

The Operating Partnership will pay all transfer taxes applicable to the exchange and transfer of Unregistered Notes pursuant to the Exchange Offer, except if (i) deliveries of certificates for Unregistered Notes for principal amounts not tendered or not accepted for exchange are registered or issued in the name of any person other than the Holder of Unregistered Notes tendered thereby, (ii) tendered certificates are registered in the name of any person other than the person signing this Letter of Transmittal or (iii) a transfer tax is imposed for any reason other than the exchange of Unregistered Notes pursuant to the Exchange Offer. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering Holder.

8. IRREGULARITIES.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Unregistered Notes will be determined by the Operating Partnership, in its sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders of Unregistered Notes will not be considered valid. The Operating Partnership reserves the absolute right to reject any and all tenders of Unregistered Notes that are not in proper form or the acceptance of which, in the Operating Partnership's opinion, would be unlawful. The Operating Partnership also reserves the right to waive any of the conditions of the Exchange Offer or any defect or irregularities in tenders of any particular holder whether or not similar defects or irregularities are waived in the case of other holders. The Operating

---

Partnership's interpretations of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding. Any defect or irregularity in connection with tenders of Unregistered Notes must be cured within such time as the Operating Partnership determines, unless waived by the Operating Partnership. Tenders of Unregistered Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Operating Partnership or cured. A defective tender (which defect is not waived by the Operating Partnership or cured by the Holder) will not constitute a valid tender of Unregistered Notes and will not entitle the Holder to Exchange Notes. None of the Operating Partnership, the Trustee, the Exchange Agent or any other person will be under any duty to give notice of any defect or irregularity in any tender or withdrawal of any Unregistered Notes, or incur any liability to Holders for failure to give any such notice.

9. WAIVER OF CONDITIONS.

The Operating Partnership reserves the right, in its sole discretion, to amend or waive, in whole or in part and at any time or from time to time, any of the conditions to the Exchange Offer.

10. MUTILATED, LOST, STOLEN OR DESTROYED CERTIFICATES FOR UNREGISTERED NOTES.

Any Holder whose certificates for Unregistered Notes have been mutilated, lost, stolen or destroyed should write to or telephone the Trustee at the address or telephone number set forth on the front cover of this Letter of Transmittal for the Exchange Agent.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for tendering Unregistered Notes and requests for assistance or additional copies of the Prospectus, this Letter of Transmittal, the Notice of Guaranteed Delivery or other documents may be directed to the Exchange Agent, whose address and telephone number appear above.

IMPORTANT TAX INFORMATION

Under federal income tax laws, a Holder who tenders Unregistered Notes prior to receipt of the Exchange Notes is required to provide the Exchange Agent with such Holder's correct TIN on the Substitute Form W-9 below or otherwise establish a basis for exemption from backup withholding. If such Holder is an individual, the TIN is his or her social security number. If the Exchange Agent is not provided with the correct TIN, a $50 penalty may be imposed by the IRS and payments, including any Exchange Notes, made to such Holder with respect to Unregistered Notes exchanged pursuant to the Exchange Offer may be subject to backup withholding.

Certain Holders (including, among others, all corporations and certain foreign persons) are not subject to these backup withholding and reporting requirements. Exempt Holders should indicate their exempt status on the Substitute Form W-9. A foreign person may qualify as an exempt recipient by submitting to the Exchange Agent a properly completed IRS Form W-8BEN, signed under penalties of perjury, attesting to that Holder's exempt status. A Form W-8BEN can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions. Holders are urged to consult their own tax advisors to determine whether they are exempt.

If backup withholding applies, the Exchange Agent is required to withhold 30% of any payments made to the Holder or other payee. Backup withholding is not an additional Federal income tax. Rather, the Federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments, including any Exchange Notes, made with respect to Unregistered Notes exchanged pursuant to the Exchange Offer, the Holder is required to provide the Exchange Agent with (i) the Holder's correct TIN by completing the form below, certifying that the TIN provided on the Substitute Form W-9 is correct (or that such Holder is awaiting a TIN) and that (A) such Holder is exempt from backup withholding, (B) the Holder has not been notified by the IRS that the Holder is subject to backup withholding as a result of failure to report all interest or dividends or (C) the IRS has

---

notified the Holder that the Holder is no longer subject to backup withholding and (ii) if applicable, an adequate basis for exemption.

WHAT NUMBER TO GIVE THE EXCHANGE AGENT

The Holder is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the registered Holder. If the Unregistered Notes are held in more than one name or are held not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

PAYER'S NAME: SIMON PROPERTY GROUP, L.P.

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE	**PAYEE INFORMATION (Please print or type)** Individual or business name (if joint account, list first and circle the name of person or entity whose number you furnish in Part 1 below):
	Check appropriate box: o Individual/Sole proprietor o Corporation o Partnership o Other
Request for Taxpayer Identification Number and Certification	**Address (number, street, and apt. or suite no.):**
	City, state, and ZIP code:

PART I TAXPAYER IDENTIFICATION NUMBER ("TIN") Enter your TIN at right. For individuals, this is your social security number. For other entities, it is your employer identification number. Refer to the chart on page 1 of the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines") for further clarification. If you do not have a TIN, see instructions on how to obtain a TIN on page 2 of the Guidelines, check the box at right indicating that you have applied for a TIN and, in addition to the Part III Certification, sign the attached Certification of Awaiting Taxpayer Identification Number.	**Social security number:** **Applied for o** **Employer identification number:**

PART II PAYEES EXEMPT FROM BACKUP WITHHOLDING
Check box. (See page 2 of the Guidelines for further clarification. Even if you are exempt from backup withholding, you should still complete and sign the certification below):
o EXEMPT

PART III CERTIFICATION
Certification Instructions: You must cross out item 2 below if you have been notified by the Internal Revenue Service (the "IRS") that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return (See page 2 of the Guidelines for further clarification). 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, (b) I have not been notified by the 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. person (including a U.S. resident alien).

Signature: Date: ______________

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 30% OF ANY PAYMENT MADE TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED "GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9" FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU CHECKED THE BOX "APPLIED FOR" IN PART I OF SUBSTITUTE FORM W-9

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a TIN has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate IRS Service Center or Social Security Administration Office, or (b) I intend to mail or deliver an application in the near future. I understand that I must provide a TIN to the payer within 60 days of submitting this Substitute Form W-9 and that if I do not provide a TIN to the payer within 60 days, the payer is required to withhold 30% of all reportable payments thereafter to me until I furnish the payer with a TIN.

Signature	**Date**

QuickLinks

Exhibit 99.1

Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY

for

Offer to Exchange All Outstanding 5.375% Notes due 2008 and 6.35% Notes due 2012 in Exchange for New 5.375% Notes due 2008 and 6.35% Notes due 2012

of

SIMON PROPERTY GROUP, L.P.

As set forth in the Prospectus dated January 3, 2003 (as the same may be amended or supplemented from time to time, the "Prospectus") of Simon Property Group, L.P. (the "Operating Partnership") under the caption "The Exchange Offer—Guaranteed Delivery Procedures," and in the accompanying Letter of Transmittal (the "Letter of Transmittal") and Instruction 2 thereto, this form or one substantially equivalent must be used to tender any of the Operating Partnership's 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes"), pursuant to the exchange offer, if (i) certificates representing the Unregistered Notes to be tendered for exchange are not lost but are not immediately available, (ii) time will not permit a holder's Letter of Transmittal, certificates representing the Unregistered Notes to be tendered and all other required documents to reach JPMorgan Chase Bank (the "Exchange Agent") prior to the Expiration Date (as defined below), or (iii) the procedures for book-entry transfer cannot be completed prior to the Expiration Date. This form may be delivered by an eligible institution by mail or hand delivery or transmitted, via manually signed facsimile, to the Exchange Agent as set forth below.

Terms not otherwise defined herein shall have their respective meanings as set forth in the Prospectus.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON FEBRUARY 3, 2003, UNLESS EXTENDED OR TERMINATED (THE "EXPIRATION DATE").

The Exchange Agent for the exchange offer is:

JPMORGAN CHASE BANK

By Facsimile:	*By Mail, Hand or Overnight Courier:*
(For Eligible Institutions Only) **(212) 623-8470** **Confirm by telephone:** **(212) 623-8286** **Contact: Victor Matis**	**JPMorgan Chase Bank** **Institutional Trust Services—MMO** **4 New York Plaza, 13th Floor** **New York, NY 10004** **Attention: Victor Matis**

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY (THE "NOTICE OF GUARANTEED DELIVERY") TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

The undersigned hereby tender(s) to the Operating Partnership, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, receipt of which is hereby acknowledged, the series and principal amount of Unregistered Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures."

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender the Unregistered Notes. The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Operating Partnership to be necessary or desirable for the perfection of the undersigned's tender.

Tenders may be withdrawn in accordance with the procedures set forth in the Prospectus. The undersigned authorizes the Exchange Agent to deliver this Notice of Guaranteed Delivery to the Operating Partnership and the Trustee as evidence of the undersigned's tender of Unregistered Notes.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN AND COMPLETE

Signatures of Registered Holder(s) or

Authorized Signatory:

Date:

Address:

Name(s) of Registered Holder(s):

Area Code and Telephone No.:

Series of Original Securities Tendered:

If Original Securities will be delivered by book-entry transfer, complete the following:

Depository Account No.

Principal Amount of Original Securities Tendered:

Certificate No.(s) of Original Securities
(if available):

This Notice of Guaranteed Delivery must be signed by the holder(s) exactly as their names appear on certificates for Unregistered Notes or on a security position listing as the owner of Unregistered Notes, or by person(s) authorized to become holder(s) by endorsements and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Operating Partnership of such person's authority so to act.

Please print name(s) and address(es)

Name(s):

Capacity:

Address(es):

DO NOT SEND UNREGISTERED NOTES WITH THIS FORM. UNREGISTERED NOTES SHOULD BE SENT TO THE EXCHANGE AGENT, TOGETHER WITH A PROPERLY COMPLETED AND VALIDLY EXECUTED LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS.

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office or correspondent in the United States, hereby guarantees that, within three New York Stock Exchange trading days from the date of this Notice of Guaranteed Delivery, a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), together with certificates representing the Unregistered Notes tendered hereby in proper form for transfer (or confirmation of the book-entry transfer of such Unregistered Notes into the Exchange Agent's account at a book-entry transfer facility, pursuant to the procedure for book-entry transfer set forth in the Prospectus under the caption "The Exchange Offer—Procedures for Tendering"), and any other required documents will be deposited by the undersigned with the Exchange Agent at its address set forth above.

Name of Firm:

Authorized Signature:

Address:

Name:

Title:

Area Code and Telephone No.:

Date:

QuickLinks

Exhibit 99.2

Exhibit 99.3

SIMON PROPERTY GROUP, L.P.

Offer to Exchange $1,000 in Principal Amount of

5.375% Notes due 2008 and 6.35% Notes due 2012 for
Each $1,000 in Principal Amount Outstanding of Like Series of Notes

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON FEBRUARY 3, 2003, UNLESS EXTENDED OR TERMINATED (THE "EXPIRATION DATE").

To Brokers, Dealers, Commercial Banks
Trust Companies and Other Nominees:

Enclosed for your consideration is a Prospectus dated January 3, 2003 (as the same may be amended or supplemented from time to time, the "Prospectus") and a form of Letter of Transmittal (the "Letter of Transmittal") relating to the offer (the "Exchange Offer") by Simon Property Group, L.P. (the "Operating Partnership") to exchange $1,000 principal amount of 5.375% Notes due 2008 (the "Exchange 2008 Notes") and 6.35% Notes due 2012 (the "Exchange 2012 Notes" and, together with the Exchange 2008 Notes, the "Exchange Notes") of the Operating Partnership, which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and subject to the conditions set forth in the Exchange Offer, for each $1,000 principal amount of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes") respectively, of the Operating Partnership.

We are asking you to contact your clients for whom you hold Unregistered Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Unregistered Notes registered in their own name. The Operating Partnership will not pay any fees or commissions to any broker, dealer or other person in connection with the solicitation of tenders pursuant to the Exchange Offer. You will, however, be reimbursed by the Operating Partnership for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients. The Operating Partnership will pay all transfer taxes, if any, applicable to the tender of any of the enclosed materials to your clients. The Operating Partnership will pay all transfer taxes, if any, applicable to the tender of Unregistered Notes to it or its order, except as otherwise provided in the Prospectus and the Letter of Transmittal.

Enclosed are copies of the following documents:

1. The Prospectus;

2. A Letter of Transmittal for your use in connection with the tender of Unregistered Notes and for the information of your clients;

3. A form of letter that may be sent to your clients for whose accounts you hold Unregistered Notes registered in your name or the name of your nominee; with space provided for obtaining the clients' instructions with regard to the Exchange Offer;

4. A form of Notice of Guaranteed Delivery; and

5. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Your prompt action is requested. The Exchange Offer will expire at 5:00 p.m., New York City Time, on February 3, 2003, unless extended or terminated (the "Expiration Date"). Unregistered Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

In all cases, exchanges of Exchange Notes for Unregistered Notes accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the exchange agent of (a) certificates representing such Unregistered Notes or a confirmation of a book-entry transfer of such Unregistered Notes, as the case may be, (b) the Letter of Transmittal (or a facsimile thereof) properly completed and duly executed with any required signature guarantees, and (c) any other documents required by the Letter of Transmittal.

Holders who wish to tender their Unregistered Notes and (a) whose Unregistered Notes are not lost but are not immediately available, (b) who cannot deliver their Unregistered Notes, the Letter of Transmittal or any other required documents to the exchange agent prior to the Expiration Date or (c) who cannot complete the procedure for book-entry transfer prior to the Expiration Date, may tender their Unregistered Notes in accordance with the guaranteed delivery procedures described in the Prospectus under the caption "The Exchange Offer—Procedures for Tendering."

To tender Unregistered Notes, certificates for Unregistered Notes, a duly executed and properly completed Letter of Transmittal or a facsimile thereof, together with any other required documents, must be received by the exchange agent as provided in the Prospectus and the Letter of Transmittal.

Additional copies of the enclosed material may be obtained from the exchange agent, JPMorgan Chase Bank, by calling (212) 623-8286.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE OPERATING PARTNERSHIP OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS AND THE LETTER OF TRANSMITTAL.

Exhibit 99.4

SIMON PROPERTY GROUP, L.P.

Offer to Exchange $1,000 in Principal Amount of

5.375% Notes due 2008 and 6.35% Notes due 2012 for Each $1,000 in Principal Amount Outstanding of Like Series of Notes

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME ON FEBRUARY 3, 2003, UNLESS EXTENDED OR TERMINATED (THE "EXPIRATION DATE").

To Our Clients:

Enclosed for your consideration is a Prospectus dated January 3, 2003 (as the same may be amended or supplemented form time to time, the "Prospectus") and a form of Letter of Transmittal (the "Letter of Transmittal") relating to the offer (the "Exchange Offer") by Simon Property Group, L.P. (the "Operating Partnership") to exchange $1,000 principal amount of 5.375% Notes due 2008 (the "Exchange 2008 Notes") and 6.35% Notes due 2012 (the "Exchange 2012 Notes," and, together with the Exchange 2008 Notes, the "Exchange Notes") of the Operating Partnership, which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and subject to the conditions set forth in the Exchange Offer, for each $1,000 principal amount of 5.375% Notes due 2008 (the "Unregistered 2008 Notes") and 6.35% Notes due 2012 (the "Unregistered 2012 Notes," and, together with the Unregistered 2008 Notes, the "Unregistered Notes"), respectively, of the Operating Partnership.

The material is being forwarded to you as the beneficial owner of Unregistered Notes held by us for your account or benefit but not registered in your name. A tender of the Unregistered Notes pursuant to the Exchange Offer may be made only by us as the registered holder of the Unregistered Notes, and pursuant to your instructions. Therefore, the Operating Partnership urges beneficial owners of Unregistered Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such holder promptly if they wish to tender Unregistered Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish us to tender any or all Unregistered Notes held by us for your account or benefit, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal. We urge you to read carefully the Prospectus and Letter of Transmittal before instructing us to tender your Unregistered Notes pursuant to the Exchange Offer.

Your instructions to us should be forwarded as promptly as practicable in order to permit us to tender Unregistered Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 5:00 p.m., New York City Time, on February 3, 2003, unless extended or terminated (the "Expiration Date"). Unregistered Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

If you wish to have us tender any or all of your Unregistered Notes held by us for your account or benefit, please so instruct us by completing, executing and returning to us the instruction form that appears on the following page. The accompanying Letter of Transmittal is furnished to you for informational purposes only and may not be used by you to tender Unregistered Notes held by us and registered in our name for your account or benefit.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of your letter and the enclosed material referred to therein relating to the Exchange Offer made by Simon Property Group, L.P. with respect to the undersigned's Unregistered Notes.

This will instruct you to tender the Unregistered Notes held by you for the account of the undersigned, upon and subject to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal.

o Please tender the applicable Unregistered Notes held by you for my account as indicated below:

AGGREGATE PRINCIPAL AMOUNT OF UNREGISTERED NOTES TO BE TENDERED

5.375% Notes due 2008: ______________________

6.35% Notes due 2012: ______________________

o Please do not tender any Unregistered Notes held by you for my account.

Dated: , 2003

Please print name(s) here	Signature(s)
______________________	______________________
______________________	______________________

Address(es)	Tax Identification or Social Security Number(s)
	Area Code(s) and Telephone Number(s)

None of the Unregistered Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all the Unregistered Notes held by us for your account.